

1 her mom had cancer and that was based on you and I --
2 you said she was doing a good job. And I said, "Well,
3 how much do you think she's worth?" And you said,
4 "\$12 an hour" because you were the office manager at
5 that time.

6 Q. So safe to say that the office manager and the
7 other office staff was making the same?

8 A. Yes. Mm-hmm.

9 Q. And Renee Butz was doing a good job and you
10 rated her pretty high but yet she did not receive a
11 raise?

12 MS. DiBIANCA: I want to make sure. Is
13 the question, she did not receive a raise?

14 MS. BUTZ: Correct.

15 MS. DiBIANCA: I think it's answered. We
16 are not disputing it based on the records that we have
17 available.

18 MS. BUTZ: I guess I'm just confused how
19 an employee receives a \$2 an hour increase and another
20 employee got -- supposedly management, with the same
21 reviews, doesn't get an increase.

22 MS. DiBIANCA: I'm going to object because
23 I don't think we talked about management or the same
24 reviews in Mr. Fleming's testimony with me. That's



37. Defendant's appeal of the findings of the Delaware Unemployment Insurance Referee was unsuccessful.

38. At the time of her termination, Butz was paid \$12.00 per hour.

39. The number of Lawns employees eligible for these employee benefits is low.

40. The only Field employees who have been eligible for benefits were Miranda and Sanchez, the key foreman.

41. As owners, the Flemings also receive certain benefits, such as health and life insurance.

42. Defendants provided its key employees with paid time off as well as paid vacation.

43. Key employees were paid at their regular rate for certain designated holidays.

44. Plaintiff was paid for each of the designated holidays during her employment.

45. Request forms were submitted to Mr. Fleming for approval.

46. Debbie Watson utilized Vacation Request Form.

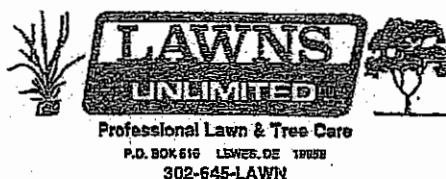
47. Plaintiff had health care coverage immediately after she became a permanent employee without a waiting period.

48. At the time of Plaintiff's employment, Defendants' health insurance provider was Optimum Choice.

49. At the time of Plaintiff's employment, Defendants' health care plan provided for "employee-only" coverage.

50. At the time of Plaintiff's employment, Lawns paid 100% of the health care premium for key personnel.

51. Plaintiff moved to the Bethany area from Cecil County, Maryland in 2002.



JOB DUTIES - OFFICE MANAGER

1. Motorola radio dispatch
2. Domestic tidying of office - cleaning of office or seeing that it is done, water plants, etc.
3. Completion of day, all files and work put away, desk cleaned off.
4. Completion and start of day, turn all machines on and off, lights, air conditioning, heat, answering machine, copier, time clock.
5. Keep up to date Gross receipts journal.
6. Make deposits daily, collect mail at post office, run small errands, office supplies, etc. with use of personal car
7. Pay all Lawns Unlimited bills accurately and on time.
8. Keep general journal sheets categorized, totalled, balanced and reconciled as each sheet is completed.
9. Answer phone, dispatch messages to employees.
10. Take work orders, estimates on phone & enter in computer.
11. Handle all estimates, work orders, invoices, statements, reports, etc. everything on computer.
12. Handle purchase orders, inventories.
13. Responsible for all computer work, bookkeeping, accounts payable/receivable, quarterly reports, Y/E tax accounting for CPA, W-2's, bank reconciliations.
14. Typing all proposals, letters, correspondence, etc.
15. Keep up rolodex to date (typed cards)
16. Balance and keep up petty cash.
17. Responsible for going over Daily Work Sheets with employees at end of day organizing and recording and billing chargeable time from them and organizing for Ed for payroll by Wednesday of each week.
18. Figuring and writing payroll checks weekly.
19. Going over time cards.
20. Abide by company policy.
21. Neat, clean appearance, no jeans or shorts in office.
22. Keep Ed and Jeanne abreast daily and weekly before leaving office of any message, daily accomplishments, etc.
23. Implement use of payroll, general ledger, accounts payable and inventories on computer.

D00502

A247

B79



JOB DUTIES - OFFICE MANAGER - CON'T.

24. Periodically or as necessary maintenance and clean all office equipment, copiers, typewriters, etc.
25. Assist Ed in keeping his desk organized and files.
26. Filing
27. Work up monthly minutes for corporate book.
28. Open mail, distribute, organize, answer any necessary correspondence.
29. Assist walk-in customers, sales reps, employees etc.
30. Enter payments and billings in computer.
31. Word processing, type letters

*Pension plan
offered after 1 year
of full time employment*

BENEFITS:

6 Paid Holidays: Memorial Day
4th of July
Labor Day
Thanksgiving
Christmas
New Years

Vacation: one week after 1 year of service
" 2 years of service
two weeks after 3 years of service
or Unpaid vacation by approval

Preferrably vacations taken during
slack time or off season.

Sick Days: 3 Paid Sick Days

Medical Insurance & Life Insurance:
50% paid by Employer
50% paid by Employee
paid on employee

1 difficult, then I'll just ask that you be given the
2 opportunity to review two side by side instead of one
3 document together. Okay?

4 MS. BUTZ: That's fine.

5 BY MS. BUTZ:

6 Q. If you can turn to page 2, right there under
7 Renee Butz, it says, "vacation hourly rate" --

8 A. Mm-hmm.

9 Q. -- under hours. Can you state that, please?

10 A. Vacation hours, 33.75 hours.

11 Q. When would that have been paid out to the
12 employee?

13 A. Well, payroll was from January 1 through
14 December 31.

15 Q. To the best of your knowledge, when did
16 employee take vacation?

17 A. It had to have been right in the middle of that
18 pay period. Well, no, January 1 through December 31.
19 I don't know when it was taken. But there's 33 hours
20 that was paid.

21 Q. Would it have been before October?

22 A. October what year?

23 Q. Of '03.

24 A. It was whenever you took the vacation. I don't

LAWNS UNLIMITED, LTD.
Milton, DE 302-645-5296

**VACATION REQUEST FORM
OR
LEAVE REQUEST FORM**

Name: Renee Beauchemin Date: 3-19-03

Type of Time off: PAID VACATION UNPAID LEAVE PAID LEAVE
(please circle)

Start Date Off: 3/20/03 End Date Off: / /

Return to Work: 3/20/03

If half day, please give time:

Start Time Off: 10:00 am End Time Off: 11:30 am

Reason for leave: doctors appointment (DR64N)

THIS FORM IS TO BE USED FOR ALL PAID VACATION AND PAID/UNPAID LEAVE. EXAMPLES: DOCTORS APPOINTMENTS, GREEN CARDS, PERSONAL REASONS, FUNERALS, DRIVER'S LICENSE, ETC.

PLEASE REMEMBER THAT LEAVE FOR PERSONAL REASONS AND FOR APPOINTMENTS SHOULD BE SCHEDULED ON OFF HOURS NOT DURING WORKING HOURS. REQUESTS MUST BE APPROVED 2 WEEKS PRIOR TO START DATE. FOR EXTENDED TIME OF MORE THAN 3 DAYS YOU MUST HAVE APPROVAL 4 WEEKS PRIOR TO START TIME.

Authorized: YES NO
(Circle One)

Authorized by: Ed Fleming

Date: 3/19/03

This is a Request Form. All vacation and leave requests must be authorized by Ed Fleming. Authorization depends on time of year, particular jobs scheduled, and other employee request for vacation or leave in the same time frame.

Butz v. Lawns Unlimited, Ltd. and Fleming
Renee M. Butz - DiBianca

Page 270

1 there, I called Jeanne and told her the situation.
2 Saying, "I'm going to the hospital. I think my water
3 broke. I might night not come in. Don't know."

4 Q. Stand by?

5 A. So I went there. That was when they told me my
6 mucus plug came out. But I was only dilated slightly,
7 to go home.

8 So I went to work because I knew it was --
9 I think it was payroll week. And so I was like, oh,
10 got I got to get stuff done. So I wanted to wrap up a
11 whole bunch of other things before I went out on
12 maternity leave, you know, just my loose ends to make
13 sure everything was good and everybody understood.

14 Q. What time did you get to work?

15 A. I think it was around eight-ish, maybe a little
16 after. I wasn't at the hospital very long.

17 Q. How far is Beebe from Lawns?

18 A. Five, ten minutes if that.

19 Q. So you were at Beebe for less than an hour?

20 A. Yeah.

21 Q. So 8:00 o'clock. You get to work. Go ahead.

22 A. I told everybody the situation.

23 Q. Who's everybody?

24 A. Mr. Fleming and Debby.

Butz v. Lawns Unlimited, Ltd. and Fleming
Renee M. Butz - DiBianca

Page 279

1 work, right?

2 A. He asked me why I wasn't there yet.

3 Q. Okay.

4 A. I once again told him I can't drive and once
5 again we went kind of into the same situation as the
6 23rd.

7 Q. Okay.

8 A. And that's when he said that, you know, well --
9 you're not coming back. And I kept saying, "I give
10 you my word. I give you my word."

11 Q. Did he say why he felt that?

12 A. I don't know if I can pinpoint. I don't
13 remember him -- I don't remember if he said anything
14 like that. I just remember him saying that, you know,
15 "you're not coming back."

16 Q. And you just said, "Yes, I am." Your husband
17 said, "Oh, yes, she is." And then that also ended
18 pretty amicably I guess.

19 A. Pretty peacefully, yes.

20 Q. That's 7:00 a.m., and then what happens?

21 A. Then the 26th, Mr. Fleming called for a
22 computer question. I talked for about 15, 20 minutes.

23 Q. That was peaceful also?

24 A. That's very peaceful. Nothing was said about

Butz v. Lawns Unlimited, Ltd. and Fleming
Renee M. Butz - DiBianca

Page 283

1 still a little nervous.

2 Q. And two subsequent phone calls and everything
3 was fine, right?

4 A. Yes. There was no screaming, no yelling. It
5 was all business talk and just --

6 Q. Pleasant?

7 A. -- pleasant.

8 Q. So you were worried but not because anything
9 had happened subsequent to the 24th, is that right? I
10 want to make sure sort of what your thoughts were as
11 far as uh-oh. When did you say uh-oh, when you got
12 the letter?

13 A. When I got the letter, I was devastated. But
14 in back of my mind I was like, you know, I've seen
15 Mr. Fleming blow up, and I've seen him be very
16 manipulative to employees. So I was hoping that I was
17 not going to be that type of person that he was going
18 to do that to.

19 Q. That's exactly what I'm asking. Did you have
20 any reason to think that, based on the way the
21 conversation ended the 24th and then your two
22 subsequent phone calls, did that give you any
23 indication that there was going to be major problems?

24 A. There was a little doubt in my mind, but for

Butz v. Lawns Unlimited, Ltd. and Fleming
Renee M. Butz - DiBianca

Page 284

1 overall I really didn't think that this was going to
2 happen.

3 Q. That's why you would have called and left a
4 message with the baby's measurements and, you know,
5 the baby was born?

6 A. Yeah. I mean, why else would I have called? I
7 was being pleasant. If I wasn't going to be pleasant,
8 I would have never called him back and give him help
9 with his computer question. I would have been like F
10 you.

11 Q. That's exactly what I'm saying. There was no
12 sort of hostility on your end in the sense what you
13 called them and let them know the good news,
14 et cetera, right?

15 A. Yes.

16 Q. That's all I'm trying to find out, sort of when
17 everything happened. It seems like the letter, that
18 was the trigger, is that pretty fair?

19 A. Yeah.

20 Q. So you get the letter. Then what happened?

21 And the letter we've already admitted. So
22 we know what that is.

23 A. I was devastated. I cried and cried and cried.

24 Q. Why did you cry, without stating the obvious

Butz v. Lawns Unlimited, Ltd. and Fleming
Edward William Fleming - Butz

Page 56

1 Lawns Unlimited. We never had a labor contract in
2 Lawns Unlimited. All we wanted to do was to hear from
3 you, Renee. And that's it. And we couldn't get any
4 correspondence out of you.

5 Q. So after December 24th, you no longer spoke to
6 plaintiff?

7 A. I was unable to speak to the plaintiff because
8 she would not return phone calls. She gave Debby a
9 telephone number that I couldn't use. I didn't
10 understand that. Jeanne and I were both devastated.
11 And you know, Jeanne's mom -- the reason why Jeanne
12 wasn't there most of the summer is because her mom had
13 terminal lymphoma cancer, and she had passed away on
14 November 13th. And she was gone for two to three
15 weeks to the funeral and to take care of the estate.

16 So she had a very traumatic 2003, trying
17 to raise four children plus work in the office plus
18 take care of her mom in Missouri, which was 1200 miles
19 away. And I had extra responsibilities on myself also
20 because I had to take care of the children, which
21 would have been four children left at home. Shane was
22 in college in Denver -- University of Colorado at
23 Boulder, Colorado.

24 Q. So you did not speak to plaintiff on December

Butz v. Lawns Unlimited, Ltd. and Fleming
Edward William Fleming - Butz

Page 57

1 26th or 29th of December?

2 A. I don't remember. I don't think I did, but I
3 know Debby did because we had a problem with the
4 computer and Debby had your phone number.

5 Q. Did Debby have plaintiff's cell phone number?

6 A. No. She had another phone number that only she
7 could use.

8 We waited for your call after I talked to
9 your father-in-law. We did not fill your position.
10 And I guess we were saddened and disappointed that you
11 didn't call to talk to us at all about the baby and
12 about your job.

13 Q. Did plaintiff call you to let you know the
14 birth of her child?

15 A. Yes, she did. She left a message after the
16 baby was born.

17 Q. Did you call plaintiff to congratulate her?

18 A. I don't remember. But all I know is the kids
19 were very excited. We were very excited. And it
20 would have been nice to get a phone call so we could
21 come see you at the hospital, and the baby. But
22 Debby's testimony said that Scott was not going to
23 allow us to see the baby, and if we did go into the
24 room, that he would escort us out of the room.

1 blank.

2 Q. Did you indicate that your insurance premium
3 was much higher due to pregnancy medical bills?

4 A. Actually the lawyer wrote the letter and I
5 signed it.

6 Q. So you signed something without reading it?

7 A. I guess I didn't read it carefully enough, but
8 I did sign it.

9 Q. So you did not write the termination letter?

10 A. No.

11 Q. I'm sorry?

12 A. No.

13 Q. How would he have gotten the dates?

14 MS. DiBIANCA: How would who have gotten
15 the dates?

16 Q. How would his attorney have gotten the date of
17 the termination for --

18 A. We gave him the dates. I gave him the dates.

19 Q. And how could he come up with a \$23,000 figure?

20 A. I don't know. Maybe I called Beebe hospital on
21 a C-section. I don't know.

22 Q. Did plaintiff's spouse promise you on December
23 24 that plaintiff would be returning to work after
24 maternity leave?



B89

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RENEE M. BUTZ,

Plaintiff,

v.

LAWNS UNLIMITED, LTD. and

EDWARD FLEMING,

Defendants,

Civ. No. 05-495-JJF
Judge Joseph J. Farnan Jr.

Certification of
Michael L. Butz

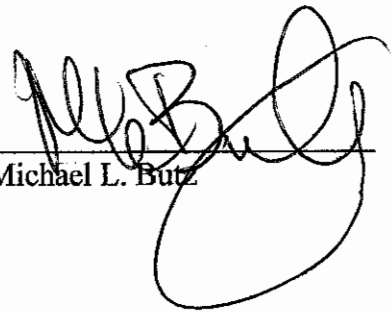
I, Michael L. Butz, of full age, certify as follows:

1. I am the Father-in-Law of Plaintiff, Renee Butz, and am a citizen of the State of Delaware residing at 408 Creek Bend Drive, Newark, DE 19711. I submit this Certification in support of Plaintiff's opposition to Defendant's Motion for Summary Judgment. I have personal knowledge of the facts set forth below.
2. After Plaintiff, Renee Butz, had received the Termination Letter, I tried three times to reach Defendant, Mr. Fleming, to discuss Renee's termination of employment with him, leaving voicemails for him each time. These phone calls were made on January 15, 2004 & two calls on January 19, 2004.
3. After the two calls, Mr. Fleming returned my call and I asked Mr. Fleming if he realized that he was violating the Pregnancy Discrimination Act by firing Renee, a pregnant employee. Mr. Fleming told me that it was his Company and he could do whatever he wanted.
4. I asked Mr. Fleming to reinstate Renee's job and he said he would, but only reinstate her under one condition. I asked him what that condition was and he said that Renee would have to sign an Employment Contract. He said that the Employment Contract would guarantee that Renee would work a certain number of years. I said that I doubted that Renee would sign an Employment Contract and I asked Mr. Fleming if any of his other employees had ever signed Employment Contracts. He said "No".

B90

5. I asked again if this was the only way Renee's employment would be reinstated and Mr. Fleming told me yes.
6. I told Mr. Fleming that I would present this to Renee and if she was willing to sign an Employment Contract she would call him.
7. Mr. Fleming did not share with me any of his feelings regarding these events or make any statement regarding how devastated he and his wife were from these events either.
8. The entire call did not last more than 5 minutes.

I certify under penalty of perjury, in accordance with 28 U.S.C § 1746, that the forgoing is true and correct.



Michael L. Butz

Date

Dated: November 5, 2007

B91

Butz v. Lawns Unlimited, Ltd. and Fleming
Renee M. Butz - DiBianca

Page 296

1 saying, no, she's a liar. Would you really have been
2 friendly on the phone?

3 A. I told you I yelled.

4 Q. When you say venting to me, like I vent to my
5 friends. But you weren't really like more venting to
6 her as much as you are venting at her?

7 A. I was just yelling. And I -- it was -- then I
8 realized that I'm being stupid and this is immature
9 and got off the phone because it wasn't going to make
10 a difference.

11 Q. Okay. I understand.

12 Then what happened? Then that's it, the
13 department of labor, and what not, right?

14 A. Then that's -- all that, and then department of
15 labor asked Mr. Fleming to come in for a mediation.

16 Q. Right. Okay. I don't want to get too far of a
17 time block.

18 Did you respond to this letter, the
19 January 7 letter in writing at all?

20 A. No.

21 Q. Did Mr. Butz tell you that might be a good
22 idea, Mr. Michael Butz?

23 A. I don't think he indicated it was good, bad,
24 or -- I didn't respond. At that point I made

Butz v. Lawns Unlimited, Ltd. and Fleming
Renee M. Butz - DiBianca

Page 297

1 decision I wasn't going to come back if I had to sign
2 a labor contract.

3 Q. But you never got any real information about
4 what that actually meant?

5 A. No.

6 Q. And after Mr. Michael Butz called him, got
7 this information about some kind of labor contract,
8 came back to you, told you about it, what was sort of
9 his interpretation of the whole situation?

10 A. As far as what Fleming said about the labor
11 contract.

12 Q. Sort of what his thoughts were on it. Like
13 this is nonsense or, well, I don't know what's going
14 on.

15 A. He just said it's really up to you. He
16 actually thought I should go look at the labor
17 contract. But at that point I'm like, you know, I
18 didn't have a signed labor contract when I was first
19 hired. I'm not signing one now, no.

20 Q. Did Mr. Butz -- was he sort of a peacemaker in
21 that sense saying maybe we should move towards some
22 kind of peace making?

23 A. No. He just, you know, called Mr. Fleming for
24 me, and he goes, you know, "Here's your option. Do

Edward W. Fleming time line:

On December 23, 2003, Renee called Jeanne at our house at approx. 6:50 a.m. and told her she was on her way to Beebe Hospital, she thought her water broke. At approx. 8:30 a.m., Renee came to work. She stated to me she lost her mucos plug. At approx. 12:15 p.m., I was walking downstairs in our office and Debbie Watson, our other office employee stopped me and told me that Renee was leaving and was not coming back. I thought Debbie meant that Renee was leaving to have the baby, not that she was permanently not coming back. Renee at that time told me that her contractions were 10 minutes apart. Renee said that she was going to Beebe and that her Mom and Scott were on their way to take her. I told Renee if anyone of her or Scott's family needed to use our house in Lewes to sleep or shower while she was at Beebe Hospital that they were welcomed. Jeanne, our children and I were all excited about Renee having the baby as we have 5 children and love kids. Just before leaving the office I told Renee to fill out the company leave authorization form before she left and I handed her one of the forms. I was leaving the office in my truck. I was stopped at the end of the drive to turn on Route One and Scott and Renee's Mom were pulling into our driveway. I waved but they did not acknowledge me and I thought that was strange. After leaving the office, I called the office, Debbie answered the phone. I asked to speak to Renee, to make sure that she told Scott and her Mom that they could stay at our house that night or the next couple of days while she was having the baby. She said thank you and OK. I returned back to work around 4:00 p.m., Debbie told me to sit down, she had something to tell me. Debbie continued with everything that had transpired that she knew had been told to her by Renee. After hearing what Debbie told me I was devastated. I thought Renee was a caring honest employee and I found out otherwise, that she lied to me about the events that took place earlier that morning.

B94

INTERROGATORY

JANUARY 29, 2007

ANSWER

Specific Objections and Responses

1. Describe with particularity all facts supporting Defendant's allegation that Plaintiff abandoned her employment with Defendant in December 2003.

RESPONSE: Defendants object to the interrogatory as overly broad, incomprehensibly vague and unduly burdensome. Subject to and without waiving the foregoing objections, Defendants respond that Plaintiff failed to provide Defendant Lawns with an anticipated start or end date for her expected maternity leave. Instead, on December 23, 2003, Plaintiff arrived at work, packed her personal belongings, told a co-worker that she was leaving and never coming back and if pushed for more information, she would sue Defendants Lawns. Plaintiff then left the Lawns facility. Plaintiff did not provide Lawns with any transition plans, a status report for any pending projects or accounts or give any other information that would indicate she was preparing to begin her maternity leave. Plaintiff did not leave her keys to the facility, as employees would be expected to do when beginning a six-week leave of absence. Instead, she simply left when no manager was present and without leaving a note or message to indicate her intentions. Having not been given any notice about Plaintiff's sudden departure, as well as her failure to provide any information to her supervisors about her departure, Defendants telephoned Plaintiff at home, at which time her husband threatened them to cease and desist any further contact with Plaintiff. On December 24, 2003, Plaintiff sent an e-mail stating that she had begun her maternity leave effective the 23th of December, 2003.

2. Identify each and every document supporting, evidencing, or in any way relating to Defendant's allegation that Plaintiff abandoned her employment with Defendant in December 2003.

RESPONSE: Defendants object to the interrogatory as overly broad and unduly burdensome. Subject to and without waiving the foregoing objections, Defendants have produced responsive documents in their possession.

B95

Health Insurance Comparison
Lawn's Unlimited Optimum Choice vs. Cecil County's Blue Cross / Blue Shield

	Lawns Unlimited Optimum Choice	Cecil County Blue Cross/Blue Shield
Annual Deductible	None	\$300 In-Network \$300 Out-of-Network
Out of Pocket Maximum	N/A	\$1,500
Lifetime Maximum	Unlimited	\$2,000,000
Primary Care Physician	\$10 Co-pay	\$10 Co-pay
Specialty Care Physician	\$15 Co-Pay	\$20 Co-pay
Hospital Room & Board	Covered in Full	90% After Deductible
Inpatient Physician Services	Covered in Full	90% After Deductible
X-Ray & Lab Services	\$15 Co-pay	90% After Deductible
Emergency Room	\$50 Co-pay	90% After Deductible
Prescription - Retail		
Generic	\$15 Co-pay - 30 day supply	\$10 Co-pay - 30 day supply
Formulary	\$25 Co-pay - 30 day supply	25% of cost up to \$50 - 30 day supply
Brand	\$45 Co-pay - 30 day supply	25% of cost up to \$50 - 30 day supply
Prescription - Mail Order		
Generic	Not Available	\$10 Co-pay - 90 day supply
Formulary	Not Available	25% of cost up to \$50 - 90 day supply
Brand	Not Available	25% of cost up to \$50 - 90 day supply

B96

D00390

OPTIMUM
CHOICE, INC.SM
A MAMSI/UnitedHealthcare Company

EVIDENCE OF COVERAGE

7A

0401165-1098DE

10 02 06 228 0604

CW

OPTIMUM
CHOICE, INC.SM
A MAMSI/UnitedHealthcare Company

4 Taft Court
Rockville, MD 20850

(MON) JAN 22 2007 16:59/ST. 16:57/Ho. 7500000818 P 2

FROM
B97

D00391

FROM

B98

(MON) JAN 22 2007 16:58/ST. 16:57/No. 7500000319 P 3

D00392

INTRODUCTION

OPTIMUM CHOICE, INC. (OCI) HEALTH PLAN EVIDENCE OF COVERAGE

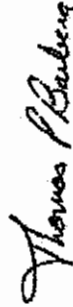
Welcome to OCI, your Quality Care Health Plan. We appreciate your participation with OCI, and look forward to providing you with comprehensive, coordinated health care.

This Evidence of Coverage was designed to provide you with a detailed explanation of the health care coverage provided through OCI for you and the members of your family.

Your Primary Care Physician is responsible for providing or coordinating your medical care, including referrals for Specialty care and Hospital care, when medically necessary. Please note that OCI may not pay for Medical Services which you obtain without prior approval by your Primary Care Physician (except in a Medical Emergency or an unforeseen illness or injury which occurs while you are outside of the OCI Service Area).

To understand exactly what your participation entails, please read this booklet carefully and jot down any points you may not understand or want to have verified. The answers may be as close as your telephone, 24 hours a day, 7 days a week: (301) 360-8115, toll-free (800) 709-7604, or TTY (for the hearing impaired) (301) 309-1710; or feel free to visit our offices during normal business hours: Monday through Friday, 8:30 a.m. to 5:30 p.m. We are located at 4 Taft Court, Rockville, MD 20850 & 800 Oak Street, Frederick, MD 21703.

Sincerely,



Thomas Barbera
President

D003993

Your Health Benefits At a Glance			
Annual Deductible	Individual	Family	None
Lifetime Maximum Benefit			None
Outpatient Services			
Primary Care Physician Office Visits			\$10 Copayment
Specialty Care Physician Office Visits			\$15 Copayment
Adult Physicals and Well Child Care.			\$10 Copayment
Mammography Screening			\$15 Copayment
Allergy Testing/Treatment			\$25 Copayment
Annual GYN Exam			\$15 Copayment
Maternity Care			\$15 Copayment
Diagnostic Laboratory and X-Ray Services			\$15 Copayment
Chiropractic Services			50% Copayment
Norplant Services			50% Copayment
Infertility Services			50% Copayment
Physical, Occupation, Speech, Cognitive Therapy - 60 combined visits			\$15 Copayment
Emergency Room Services			\$50 Copayment
Urgent Care Services			\$15 Copayment
Outpatient Hospital Services			\$50 Copayment
Durable Medical Equipment			50% Copayment
Prosthetic Devices/Orthopedic Braces			50% Copayment
Home Health Care			Covered in Full
Inpatient Services			
Hospital Room & Board			Covered in Full
Inpatient Physician's Services			Covered in Full
Other Inpatient Services			Covered in Full
Hospice Care			Covered in Full
Skilled Nursing Facility Care (60 days/year.)			Covered in Full

B100

(MON) JAN 22 2007 16:59/ST. 16:57/No. 7500000313 P 6

FROM

Inpatient Admissions require Preauthorization	Primary Care Physician is Responsible
Mental Health/Substance Abuse	
Inpatient Mental Health Services (30 days/Contract Year)	\$50 Copayment
Outpatient Mental Health Services (20 visits/Contract Year)	50% Copayment
Inpatient Substance Abuse Services (30 combined days/Contract Year & 90 day limit/lifetime)	OCI pays the first \$80, the Member is responsible for the next \$50, & OCI will pay remainder up to \$130 per inpatient day
Outpatient Substance Abuse Services (20 visits/Contract Year)	50% Copayment
Other Health Care Services	
Organ Transplant Services	liver (for children under 18) kidney, bone marrow, cornea
Whole Blood	Not a Covered Service

This chart outlines a summary of benefits only. For a detailed description of benefits, limitations and exclusions, please see Section III, Benefits Description, in this Evidence of Coverage Booklet.

** Prescription Plan Summary To Follow*

B101

D00394

CECIL COUNTY EMPLOYEE BENEFIT PLAN **Effective January 1, 2004**

PLAN DESIGN	Blue Cross and Blue Shield Standard Option PPO Plan		Blue Cross and Blue Shield High Option PPO Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductibles				
• Individual	\$300	\$300	\$100	\$100
• Individual +1	\$600	\$600	\$200	\$200
• Family	\$900	\$900	\$300	\$300
Coinsurance	75%	65%	90%	75%
Copayment	\$10 Primary Care Physician (PCP) \$20 Specialist	None	\$10 Primary Care Physician (PCP) \$20 Specialist	None
Out of Pocket Maximum				
• Individual	\$1,500		\$1,100	
• Individual +1	\$3,000		\$2,200	
• Family	\$4,500		\$3,300	
Includes deductibles and coinsurance			if you pay all deductibles & coinsurance - everything	
Lifetime Maximum	\$2,000,000		\$2,000,000	
Preventive Care				
Routine Physical (1 per CY - employee and/or spouse only)	100% after copayment	65% after deductible	100% after copayment	75% after deductible
Routine GYN (1 per CY - employee and/or spouse only)	100% after copayment	65% after deductible	100% after copayment	75% after deductible
Well Child Care (through age 12)	100% after copayment	65% after deductible	100% after copayment	75% after deductible
Immunizations	100%	100%	100%	100%
Routine Mammogram	100% after copayment	65% after deductible	100% after copayment	75% after deductible
Prostate Cancer Screening	100% after copayment	65% after deductible	100% after copayment	75% after deductible
Osteoporosis Prevention	100% after copayment	65% after deductible	100% after copayment	75% after deductible
Hospitalization				
Pre-Certification- Continued Stay Review	25% penalty up to a maximum reduction of \$500 for failure to pre-certify a hospital admission			
Room & Board and Inpatient Services	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Physician/Hospital Services				
Surgery	75% after deductible	65% after deductible	90% after deductible	75% after deductible
X-ray and Lab	75% after deductible	65% after deductible	90% after deductible	75% after deductible
2 nd Surgical Opinion Voluntary	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Emergency Room	75% after deductible	75% after deductible	90% after deductible	90% after deductible
Office Visits	100% after copayment	65% after deductible	100% after copayment	75% after deductible

B102

CECIL COUNTY EMPLOYEE BENEFIT PLAN
Effective January 1, 2004

PLAN DESIGN	Blue Cross and Blue Shield Standard Option PPO Plan		Blue Cross and Blue Shield High Option PPO Plan	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Miscellaneous Services				
Physical, Occupational and Speech Therapy (60 visits each per 180 day period)	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Chemotherapy and Radiation	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Chiropractic Care (\$1,500 max per CY)	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Durable Medical Equipment	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Skilled Nursing Facility	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Home Health Care (240 days per year)	75%	65%	90%	75%
Hospice Care (\$10,000 lifetime maximum)	100%		100%	
Ambulance	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Infertility Services Up to \$12,000 maximum per CY	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Organ Transplants	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Mental Health and Substance Abuse				
Inpatient (30 days per CY)	75% after deductible	65% after deductible	90% after deductible	75% after deductible
Outpatient (45 visits per CY)	<u>1-20 visits</u> 60% after deductible <u>21-45 visits</u> 50%		<u>1-20 visits</u> 60% after deductible <u>21-45 visits</u> 50%	
Prescription Drug Cecil County Pharmacy				
Retail				
Generic	\$10 copayment per prescription or refill -30 days supply			
Brand	25% of the drug cost to a maximum of \$50 -30 days supply			
Mail Order				
Generic	\$10 copayment per prescription or refill -90 days supply			
Brand	25% of the drug cost to a maximum of \$50 -90 days supply			

B103

From: "Lockett Ann (DOI)" <Ann.Lockett@state.de.us>
To: renee@scottbutz.com
Subject: RE: Case DE DOI # 293150 - Renee Butz
Attachments: index.txt

Date: Thursday, September 13, 2007 11:20 AM
HTML | Plain Text | Header | Raw Content

Dear Renee:

Please access our Delaware Insurance law below by clicking on the link. Once you access it the Title 18 Insurance code will appear. From this point click on "Chapter 33" which says "Health Insurance Contracts". Then it will bring you to all the regulations which are in "Chapter 33" from this point click on regulation # 3335 - Which is titled "Newborn Children". This is the regulation outlining coverage is mandatory from the moment of birth to the 30th day of life. At the employers expense even if they don't offer dependent care.

Thanks,

Ann

The message is ready to be sent with the following file or link attachments:

Shortcut to: http://delcode.delaware.gov/title18/c033/index.shtml#P394_41329

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

<>

B104

§ 3335. Newborn children.

(a) All individual and group health insurance policies providing coverage on an expense-incurred basis, and individual and group service or indemnity-type contracts issued by a nonprofit corporation, which provide coverage for a family member of the insured or subscriber, shall, as to such family members' coverage, also provide that the health insurance benefits applicable for children shall be payable with respect to a newly born child of the insured or subscriber from the moment of birth.

(b) The coverage for newly born children shall consist of coverage for injury or sickness, including the necessary care and treatment of medically diagnosed congenital defects and birth abnormalities as well as routine care furnished any infant from the moment of birth.

(c) If payment of a specific premium or subscription fee is required to provide coverage for a child, the policy or contract may require that notification of the birth of a newly born child, and payment of the required premium or fees, must be furnished to the insurer or nonprofit service or indemnity corporation within 31 days after the date of birth in order to have the coverage continued beyond such 31 day period. (59 Del. Laws, c. 529, § 1.)

§ 3336. Midwife services reimbursement.

(a) This section shall apply to every individual policy, contract or certificate issued thereunder, of health or sickness or accident insurance delivered or issued for delivery within the State which meets the requirements of subsection (d) of this section.

(b) This section shall apply to all such policies, contracts, certificates or programs issued, renewed, modified, altered, amended or reissued on or after September 9, 1988.

(c) This section shall apply to all private and public programs for health services and facilities reimbursement, including but not limited to any such reimbursement programs operated by the State.

(d) Whenever an insurance policy, contract or certificate or health services reimbursement program provides for reimbursement for any health care service which is within those areas of practice for which a midwife may be licensed pursuant to § 122 of Title 16 or pursuant to statute in the state where the service is delivered, or for the cost of birthing facilities, the insured or any other person covered by the policy, contract or certificate, or health services or facilities reimbursement program shall be entitled to reimbursement for such service or use of the facilities performed by a duly licensed certified nurse midwife practicing within those areas for which the certified nurse midwife is licensed in the state where the licensed certified nurse midwife is practicing. Whenever such service is performed by a licensed certified nurse midwife and reimbursed by a professional health services plan corporation, the licensed certified nurse midwife shall be granted such rights of participation, plan admission and registration as may be granted by the professional health services plan corporation, to a physician or osteopath performing such a service. When payment is made for health care services performed by a licensed certified nurse midwife, no payment or reimbursement shall be payable to a physician or osteopath for the services performed by the licensed certified nurse midwife.

(e) For the purposes of this section, "midwifery" shall only include those having the following qualifications:

- (1) Age of 21 years or older;

HC125.PBE MEMBER PROFILE 15:00:05 17 SEP 2007 Page 2

SUBSCRIBER C0398449 MEM 01 NAME BEAUCHEMIN, RENEE M SEX F BIRTH 01-01-
 GROUP COV STATUS D EN.DATE
 RDR PKG Not on file DISENR DATE 12-31-03
 TOTAL REQUESTED PHARMACY CLAIMS FOR CURRENT CONTRACT: \$0.00 DED: \$0.00
 TOTAL DENTAL CLAIMS FOR CURRENT CONTRACT: \$0.00 DED: \$0.00

----- P H A R M A C Y C L A I M S -----

*** NO CHECK OR REMITTANCE GENERATED *** RCVD 07-21-03 PROC 07-21-03

CLAIM PESI03268X030814 PHARMACY 0803266 HAPPY HARRY'S #100S 09-15-03
 NDC CODE DESCRIPTION SCRIPT NO. FILL SUP QTY B/G F/N DEA NUMBER
 60258019601 PRENATAL 19 006162697 2 60 60 GEN FRM BE4997346
 REQ.AMT DISALLOWED DEDUCT COPAY ANCILL AMT PLAN PAID CHECK # DATE PAID
 22.41 0.00 0.00 22.41 0.00 0.00 68000085 09-25-03
 COMMENTS AUDIT #:053429567

STATUSES E 09-15-03 P 09-25-03

*** NO CHECK OR REMITTANCE GENERATED *** RCVD 09-15-03 PROC 09-15-03

CLAIM PESI03327X001299 PHARMACY 0803507 HAPPY HARRY'S #200S 11-21-03
 NDC CODE DESCRIPTION SCRIPT NO. FILL SUP QTY B/G F/N DEA NUMBER
 60258019601 PRENATAL 19 006208584 1 60 60 GEN FRM BE4997346
 REQ.AMT DISALLOWED DEDUCT COPAY ANCILL AMT PLAN PAID CHECK # DATE PAID
 22.41 0.00 0.00 22.41 0.00 0.00 38000085 12-04-03
 COMMENTS AUDIT #:003171294

STATUSES E 11-21-03 P 12-04-03

*** NO CHECK OR REMITTANCE GENERATED *** RCVD 11-21-03 PROC 11-21-03

CLAIM PESI04015X025928 PHARMACY 0802947 KERR DRUG DOS 01-01-04
 NDC CODE DESCRIPTION SCRIPT NO. FILL SUP QTY B/G F/N DEA NUMBER
 49884077905 IBUPROFEN 006469252 1 7 20 GEN FRM AWB737453
 REQ.AMT DISALLOWED DEDUCT COPAY ANCILL AMT PLAN PAID CHECK # DATE PAID
 3.54 0.00 0.00 3.54 0.00 0.00 15000056 01-15-04
 COMMENTS AUDIT #:003047957

STATUSES E 01-01-04 P 01-15-04

*** NO CHECK OR REMITTANCE GENERATED *** RCVD 01-01-04 PROC 01-01-04

CLAIM PESI04015X025929 PHARMACY 0802947 KERR DRUG DOS 01-01-04
 NDC CODE DESCRIPTION SCRIPT NO. FILL SUP QTY B/G F/N DEA NUMBER
 00406051201 OXYCODONE HCL-AC 002469251 1 2 30 GEN FRM AWB737453
 REQ.AMT DISALLOWED DEDUCT COPAY ANCILL AMT PLAN PAID CHECK # DATE PAID
 4.96 0.00 0.00 4.96 0.00 0.00 15000056 01-15-04
 COMMENTS AUDIT #:003468957

STATUSES E 01-01-04 P 01-15-04

*** NO CHECK OR REMITTANCE GENERATED *** RCVD 01-01-04 PROC 01-01-04

ref/tmcclroy

B106

D00464

ARTICLE 3: EFFECTIVE DATE OF COVERAGE

- 3.1 Subject to receipt by OCI of the applicable monthly Premiums and completed enrollment applications for each employee and their Eligible Dependents, coverage will become effective on the date stated on the Face Sheet or after complying with any probationary or other requirements established by Employer, whichever is later. For those enrolling during the Special Enrollment Period, see Article 3.2. For any newly acquired Dependent of a Subscriber (placement of a child for the purpose of adoption or birth), OCI must be notified within thirty-one (31) days of such an addition in order for coverage to become effective. Coverage of newborn Dependents will be effective from the date of birth provided: 1) at least one family member other than the Subscriber is covered under the Contract; 2) the newborn is added to the Subscriber's coverage within thirty-one (31) days from the date of birth; and 3) any applicable Premium is paid for the addition of a Dependent. Subscribers without "Employee Only" coverage must enroll the newborn Dependent during the thirty-one (31) day period following the birth and make arrangements to convert their Contract to the appropriate level of coverage, for coverage to be effective from the date of birth. For an Eligible Employee or Dependent applying for enrollment during the Group's Open Enrollment Period, the Coverage Effective Date will be the Anniversary Date.
- 3.2 Subject to receipt by OCI of the applicable monthly Premiums and completed enrollment applications for each Employee and the Employee's Eligible Dependents enrolled during the Special Enrollment Period, coverage will become effective on the date of written application for Employees or Dependents enrolled pursuant to Article 2.4 A of this Group Agreement.
- 3.3 For a Dependent that the Subscriber has been court or administratively ordered to provide health care coverage, coverage shall be effective on the date of the court or administrative order, provided that written application is furnished to OCI and any additional Premium owed is paid. If the Subscriber is enrolled in OCI but does not include the Dependent in enrollment, the non-covered parent, the child support enforcement agency, or the Social Services Department may apply for enrollment on behalf of the child, and the child will be included under the Subscriber's coverage regardless of enrollment period restrictions.
- 3.4 Eligible Employees or Retirees applying for coverage for themselves and their Dependents after the initial enrollment period or Open Enrollment Period will be considered Late Enrollees (with the exception of the Special Enrollment Periods) and may not be enrolled until the Group's next Open Enrollment Period. An Eligible Employee, Retiree, or Dependent will not be considered a Late Enrollee if he or she has been court or administratively ordered to provide health care coverage for his or her spouse or minor child/children.

ARTICLE 4: MONTHLY PAYMENTS

- 4.1 The Employer shall pay to OCI on behalf of each Subscriber and Dependent the monthly Premium specified on the Face Sheet of this Agreement. If a Member's enrollment status changes during the course of the year, Employer's Premium on behalf of such Member shall change accordingly.
- 4.2 The Premium is due monthly beginning with the date stated on the Face Sheet. If such Premium payment is not made in full by Group on or prior to the Premium due date, a thirty-one (31) day grace period shall be granted to Group for payment. If payment is not received by the expiration of the grace period, then this Contract may be terminated by OCI and OCI shall have no liability for benefits as of the Effective Date of termination of the Contract. The Employer shall be liable to OCI for the payment of the Premium for the time the certificate was in force during the grace period. All amounts due OCI outstanding subsequent to the grace period shall be subject to a late penalty charge of 1.50% of the total amount due calculated for each thirty-one (31) day period, or portion thereof, the amount due remains outstanding. Furthermore, in the event of termination of this Contract, Group agrees to reimburse OCI for expenses related to collection of amounts due, including attorney's fees (25% of the amount declared due and owing) subsequent to the last day for which Premiums were paid.
- 4.3 OCI may change the monthly Premium rate schedule by giving forty (40) days prior written notice to Employer. The monthly Premium rate schedule shall not be revised more often than once in any Contract year. However, notwithstanding the above, if a change in this Agreement is required by statute or regulation which increases OCI's risk under this Agreement, OCI may change the monthly Premium rate schedule upon forty (40) days prior written notice to Employer.
- 4.4 Employer shall pay the required total monthly premium for additions and terminations of Members during any month as follows:
- (a) If a Member's coverage is effective within the first fifteen (15) days of the billing period (the period beginning with the date stated on the Face Sheet for which Premiums are due on a monthly basis), the full month's premium will be due for such Member. If a Member's coverage is effective after the fifteenth (15th) day of the billing period, no premium payment will be due for such Member for that month.
 - (b) If a Member's coverage terminates within the first fifteen (15) days of the billing period, no monthly premium payment shall be due for such Member for that month. If the Member's coverage terminates effective after the fifteenth (15th) day of the billing period, the total monthly premium for such Member shall be due.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RENEE M. BUTZ,

Plaintiff,

v.

LAWNS UNLIMITED, LTD. and
EDWARD FLEMING,

Defendants,

Civ. No. 05-495-JJF
Judge Joseph J. Farnan Jr.

Certification of
Scott M. Butz

I, Scott M. Butz, of full age, certify as follows:

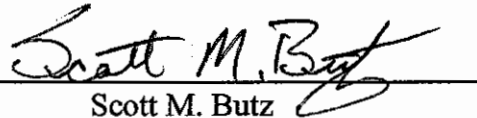
1. I am the spouse of Plaintiff, Renee Butz, and am a citizen of the State of Maryland residing at 58 Hickory Drive, North East, MD 21901. I submit this Certification in support of Plaintiff's opposition to Defendant's Motion for Summary Judgment. I have personal knowledge of the facts set forth below.
2. Renee Butz's pregnancy was high risk due to a low-lying placenta.
3. I was asked by Ed Fleming to provide some technical support for Lawns Unlimited and set up a wireless network for all of the Fleming's family computers at Ed Fleming's home. I was not paid for any of these services that I provided; during a time when I was unemployed.
4. Ed Fleming arranged for me to meet with a person with Intervet, but this was a meeting in the lobby to give him my resume so the resume could be passed on.
5. On December 23, 2003 Renee called me while she was driving to work and told me she thought her water broke. I told her to drive to Beebe since she was five minutes away. She contacted me after meeting with the doctor and told me she lost her mucus plug and was dilated three centimeters. She then decided to drive to work and wait for me to pick her up there. I left work and picked up Renee's mother to drive to Lawns Unlimited to pick Renee and the car up. At approximately 2:00PM, when we arrived at Lawns Unlimited, Ed was leaving. We waived to him while he was on his radio. When we walked

B108

in, Renee and Debbie were laughing. They told us that Ed radioed to Renee that her ambulance was here. Renee grabbed her toothbrush and toothpaste as we left.

6. Ed Fleming called Renee that evening, I could hear him screaming at Renee and she began to cry. She kept telling Ed that she would return back to work after her maternity leave ended and kept denying Ed's accusations. When the phone call ended, Renee was visibly upset and needed to lie down.
7. On December 24, 2003 Ed called and left a message. Renee called him back. Ed and Renee talked for a few minutes and then I heard Ed screaming at Renee and she started crying uncontrollably. I then grabbed the phone from Renee and tried to have a conversation with Ed. I could not get a word in for quite some time as Ed would not allow me to talk over his yelling. Ed kept yelling at me about what Debbie had told him. I finally had to firmly address Ed to calm down so I could talk about the accusations that he was making. I informed Ed that all information he was given could not be further from the truth. I told him that Renee did not have a job lined up and did not interview with anyone and that Renee would be returning to work for Lawns Unlimited after her maternity leave ended. Ed asked me to give him my word on this and I did. He then told me that he would take Renee's and my word on this and I thought everything was resolved. The conversation ended. Renee sent an email to Ed to confirm that she was officially on maternity leave.

I certify under penalty of perjury, in accordance with 28 U.S.C § 1746, that the forgoing is true and correct.


Scott M. Butz

Date 11-9-07

Dated: November 9, 2007

B109

(A232; A61; A5). She was also responsible for communicating and developing employee policies. (A5; A235). She encouraged the employees to communicate their ideas or suggestions with her or Laurie Schatz, who was the Office Assistant at that time. (A235; A5). Finally, she discussed the tardiness and absenteeism policies. (A5). She explained that employees must complete and submit a Vacation Request Form prior to taking any scheduled time off. (A236).

After Butz was hired, Lawns created the additional position of Office Assistant. Laurie Schatz was the first Office Assistant, followed by Dina Alderucci, and finally, Debra Watson, who was hired shortly before Butz left. Office positions were considered "key" positions. (A4).

B. Employee Benefits

Butz was earning \$12.00 per hour and received certain benefits at her termination. (A4).

1. Paid Vacation, Paid Holidays, and Paid Time Off

After one year of employment, key personnel became eligible for one week of paid vacation. (A23; A54). Only key employees received paid vacation. (A4). Upon completion of their second anniversary year, key personnel became eligible for up to two weeks of paid vacation. (A248).

Employees were required to submit a Vacation Request Form prior to taking scheduled vacation time. (A86; A87). Once Mr. Fleming approved the request, the form was given to Butz for use in payroll, (A8-9; A11, A52-53; A58), ensuring efficient scheduling.

Butz understood and utilized the Vacation Request Form. (A240; A198-A204). Butz took five days of paid vacation in 2003—four days in February and one day in September. (A55). Butz admits that she was fully compensated for all vacation time. (A56). All five days were taken before Butz actually became eligible for paid vacation. (A57).

1 Q. Did plaintiff receive paid time off for
2 vacation?

3 A. I don't know.

4 Q. Why not?

5 A. I don't do payroll.

6 Q. But you signed off on payroll?

7 A. What do you mean by signing off on payroll?

8 Q. You approved payroll; it's only entered by
9 office staff?

10 MS. DiBIANCA: Is that a question or some
11 testimony?

12 Q. It's who signed off on payroll?

13 A. I approved it.

14 Q. Correct. So you're saying you don't know
15 plaintiff had paid time off. Why don't you not know
16 if you signed off?

17 A. Because you were not eligible for vacation
18 time --

19 Q. When was I --

20 A. -- and time off.

21 Q. When was I eligible?

22 A. A year after your start time, 12 months.

23 Q. Did plaintiff take off on September 5th, 2003?

24 A. I don't know if you did or not. If it was

1 before your wedding, which was on the 6th, I guess you
2 did.

3 Q. Was it paid vacation?

4 A. I don't know. I don't have your pay stub in
5 front of me. I don't know.

6 MS. BUTZ: Can I submit this as Fleming 2?
7 (Fleming Deposition Exhibit 2 was marked
8 for identification.)

9 MS. DiBIANCA: Did we do this yesterday or
10 no?

11 MS. BUTZ: It's combination of two
12 different things.

13 MS. DiBIANCA: A combination of two
14 different production --

15 MS. BUTZ: 2002 and 2003 put together.

16 MS. DiBIANCA: Are they intermixed?

17 MS. BUTZ: Yes.

18 MS. DiBIANCA: Would it be easier if we
19 had both full documents?

20 MS. BUTZ: For what I'm doing later, no.

21 MS. DiBIANCA: I won't object to the
22 admission of those, but if he finds it's
23 complicated -- I mean, it says 2003 and then the next
24 page is '02 and next page is '03. So if it becomes



Xingular
WIRELESS

Page 7

Account Number: 98186186-001-38
Billing Date: Jan 05, 2004
Mobile Number: (302) 229-6853
Mobile User: RENEE BUTZ
Total Mobiles: 2

AIRTIME AND LONG DISTANCE CHARGES

								-----CHARGES-----			
Item	Date	Time	CL	No. Called	City Called	F	P	Length of Call	Air Time	Long Dist.	Total
115	12/20	10:41AM		443 553-3729	INCOMI CL S N			2	0.00		0.00
116	12/20	11:49AM		410 275-2188	CECILT MD S N			1	0.00		0.00
117	12/20	11:50AM		443 309-3170	ELKTON MD S N			1	0.00		0.00
118	12/20	11:52AM		443 309-3170	INCOMI CL S N			2	0.00		0.00
119	12/20	12:14PM		443 309-3170	ELKTON MD S N			5	0.00		0.00
120	12/20	12:23PM		302 345-4010	WILMIN DE S N			1	0.00		0.00
121	12/20	12:23PM		302 345-4010	WILMIN DE S N			1	0.00		0.00
122	12/20	12:24PM		302 345-4010	WILMIN DE S N			2	0.00		0.00
123	12/20	04:06PM		302 345-4010	INCOMI CL S N			1	0.00		0.00
124	12/21	11:47AM		410 398-6127	ELKTON MD S N			22	0.00		0.00
125	12/21	12:09PM		410 398-6127	ELKTON MD S N			9	0.00		0.00
126	12/21	12:11PM		302 423-6245	VOICE CL M O			1	0.00		0.00
127	12/21	12:17PM		843 697-0556	CHARLE SC S N			26	0.00		0.00
128	12/22	11:13AM		302 423-6245	VOICE CL M P			2	0.00		0.00
129	12/22	11:13AM		302 367-4447	INCOMI CL M P			3	0.00		0.00
130	12/22	12:03PM		302 367-4447	NEW CA DE M P			4	0.00	0.00	0.00
131	12/22	05:27PM		302 841-0865	GEORGE DE S P			1	0.00		0.00
132	12/22	05:28PM		302 367-4447	NEW CA DE M P			22	0.00	0.00	0.00
133	12/22	05:46PM		443 553-3729	INCOMI CL S P			1	0.00		0.00
134	12/22	05:50PM		410 398-6127	ELKTON MD S P			31	0.00		0.00
135	12/22	06:51PM		302 584-0617	WILMIN DE S P			2	0.00	0.00	0.00
136	12/22	07:00PM		302 367-4447	NEW CA DE M P			3	0.00	0.00	0.00
137	12/23	06:44AM		302 367-4447	NEW CA DE M O			2	0.00	0.00	0.00
138	12/23	06:46AM		443 553-3729	ELKTON MD S O			1	0.00		0.00
139	12/23	06:48AM		443 553-3729	ELKTON MD S O			2	0.00		0.00
140	12/23	06:56AM		302 892-2710	WILMIN DE S O			3	0.00	0.00	0.00
141	12/23	06:59AM		302 892-2710	WILMIN DE S O			4	0.00	0.00	0.00
142	12/23	07:01AM		302 367-4447	INCOMI CL M P			3	0.00		0.00
143	12/23	07:04AM		302 645-7215	LEWES DE S P			4	0.00		0.00
144	12/23	07:09AM		302 934-0248	MILLSB DE S P			3	0.00		0.00
145	12/23	08:27AM		302 367-4447	NEW CA DE M P			5	0.00	0.00	0.00
146	12/23	08:32AM		302 892-2710	WILMIN DE S P			4	0.00		0.00
147	12/23	08:36AM		443 553-3729	INCOMI CL S P			2	0.00		0.00
148	12/23	02:56PM		302 423-6245	VOICE CL M P			1	0.00		0.00
149	12/23	02:59PM		302 367-4447	INCOMI CL M P			1	0.00		0.00
150	12/23	03:57PM		302 367-4447	INCOMI CL M P			2	0.00		0.00
151	12/23	05:08PM		443 553-3730	INCOMI CL S P			3	0.00		0.00
152	12/23	06:55PM		302 228-4395	INCOMI CL M P			12	0.00		0.00
153	12/23	07:12PM		302 934-0248	MILLSB DE S P			1	0.00	0.00	0.00
154	12/23	07:13PM		302 542-2118	GEORGE DE S P			2	0.00	0.00	0.00
155	12/23	07:15PM		302 644-2098	LEWES DE S P			14	0.00	0.00	0.00
156	12/23	07:40PM		302 934-0248	MILLSB DE S P			1	0.00	0.00	0.00
157	12/23	07:41PM		410 398-6127	ELKTON MD S P			14	0.00		0.00
158	12/23	07:57PM		443 553-3729	INCOMI CL S P			7	0.00		0.00
159	12/23	08:29PM		302 934-0248	MILLSB DE S P			1	0.00	0.00	0.00
160	12/23	09:04PM		302 934-0248	INCOMI CL S O			27	0.00		0.00
161	12/24	07:15AM		302 423-6245	VOICE CL M P			1	0.00		0.00
162	12/24	07:18AM		302 228-4395	INCOMI CL M P			27	0.00		0.00
163	12/24	09:26AM		302 423-6245	VOICE CL M P			1	0.00		0.00
164	12/24	09:49AM		410 962-2240	BALTIM MD S P			4	0.00		0.00
165	12/24	10:02AM		443 553-3729	INCOMI CL S P			24	0.00		0.00
166	12/24	02:04PM		302 423-6245	VOICE CL M P			1	0.00		0.00
167	12/25	08:45AM		302 423-6245	VOICE CL M P			1	0.00		0.00
168	12/25	08:46AM		443 553-3495	ELKTON MD S P			2	0.00		0.00
169	12/25	08:48AM		843 697-0556	CHARLE SC S P			1	0.00		0.00
170	12/25	08:50AM		843 873-0363	INCOMI CL S P			20	0.00		0.00

B113

WIRELESS

Page 8

Account Number: 98186186-001-38
 Billing Date: Jan 05, 2004
 Mobile Number: (302) 229-6853
 Mobile User: RENEE BUTZ
 Total Mobiles: 2

AIRTIME AND LONG DISTANCE CHARGES

										-----CHARGES-----		
Item	Date	Time	CL	No. Called	City Called	F P	Length of Call	Air Time	Long Dist.	Total		
171	12/25	12:36PM	410	352-3647	BISHOP MD S P		11	0.00		0.00		
172	12/25	12:48PM	410	208-4933	BERLIN MD S P		6	0.00		0.00		
173	12/26	09:32AM	302	645-5296	LEWES DE S P		12	0.00	0.00	0.00		
174	12/26	09:44AM	302	423-6245	VOICE CL M P		2	0.00		0.00		
175	12/26	09:51AM	443	553-3729	INCOMI CL S P		1	0.00		0.00		
176	12/26	11:47AM	302	229-6853	INCOMI CL S P		8	0.00		0.00		
177	12/26	04:28PM	443	553-3730	ELKTON MD S P		2	0.00		0.00		
178	12/28	10:30AM	410	208-4933	INCOMI CL S N		8	0.00		0.00		
179	12/28	11:08AM	757	560-2366	GREAT VA S N		2	0.00		0.00		
180	12/28	01:40PM	443	553-3729	INCOMI CL S N		22	0.00		0.00		
181	12/28	10:07PM	302	423-6245	VOICE CL M O		4	0.00		0.00		
182	12/29	11:39AM	302	423-6245	VOICE CL M P		1	0.00		0.00		
183	12/29	11:41AM	302	645-5296	LEWES DE S P		19	0.00		0.00		
184	12/29	02:49PM	302	367-4447	NEW CA DE M P		4	0.00	0.00	0.00		
185	12/29	03:03PM	302	367-4447	INCOMI CL M P		5	0.00		0.00		
186	12/29	04:13PM	410	996-1035	INCOMI CL S P		2	0.00		0.00		
187	12/29	05:18PM	302	584-0617	INCOMI CL S P		5	0.00		0.00		
188	12/29	05:24PM	302	644-2098	LEWES DE S P		11	0.00	0.00	0.00		
189	12/29	06:43PM	302	245-5461	GEORGE DE S P		3	0.00	0.00	0.00		
190	12/30	08:24AM	757	560-2366	INCOMI CL S P		6	0.00		0.00		
191	12/30	08:32AM	757	560-2366	GREAT VA S P		15	0.00		0.00		
192	12/30	11:21AM	443	309-3170	ELKTON MD S P		4	0.00		0.00		
193	12/30	11:24AM	843	697-0556	CHARLE SC S P		2	0.00		0.00		
194	12/30	05:13PM	302	423-6245	VOICE CL M P		2	0.00		0.00		
195	12/30	05:38PM	410	208-4933	BERLIN MD S P		2	0.00		0.00		
196	12/30	05:40PM	443	309-3170	ELKTON MD S P		2	0.00		0.00		
197	12/30	06:04PM	843	697-0556	INCOMI CL S P		11	0.00		0.00		
198	12/30	06:20PM	443	309-3170	ELKTON MD S P		3	0.00		0.00		
199	12/30	06:24PM	410	620-5536	ELKTON MD S P		1	0.00		0.00		
200	12/30	06:26PM	302	584-0617	WILMIN DE S P		2	0.00	0.00	0.00		
201	12/30	06:33PM	757	560-2366	GREAT VA S P		2	0.00		0.00		
202	12/30	06:35PM	410	287-5025	NORTH MD S P		2	0.00		0.00		
203	12/30	06:36PM	443	497-3701	SALISB MD S P		2	0.00		0.00		
204	12/30	06:38PM	410	641-6453	BERLIN MD S P		2	0.00		0.00		
205	12/30	06:40PM	410	641-6453	BERLIN MD S P		3	0.00		0.00		
206	12/31	08:40AM	843	747-0070	CHARLE SC S P		1	0.00		0.00		
207	12/31	08:43AM	843	697-0556	CHARLE SC S P		8	0.00		0.00		
208	12/31	09:14AM	410	208-4933	INCOMI CL S P		6	0.00		0.00		
209	12/31	11:27AM	410	996-1035	INCOMI CL S P		7	0.00		0.00		
210	12/31	01:30PM	302	324-3501	INCOMI CL S P		2	0.00		0.00		
211	12/31	02:23PM	302	345-4010	WILMIN DE S P		4	0.00	0.00	0.00		
212	12/31	03:12PM	443	553-3729	INCOMI CL S P		2	0.00		0.00		
213	12/31	04:47PM	443	553-3729	INCOMI CL S P		1	0.00		0.00		
214	12/31	06:02PM	302	836-1409	INCOMI CL S P		3	0.00		0.00		
215	12/31	06:14PM	410	287-5025	INCOMI CL S P		3	0.00		0.00		
216	12/31	09:07PM	843	873-0363	SUMMER SC S O		1	0.00		0.00		
217	12/31	09:08PM	302	423-6245	VOICE CL M O		4	0.00		0.00		
218	01/01	03:56PM	843	697-0556	INCOMI CL S P		3	0.00		0.00		
219	01/02	02:06PM	302	229-6853	INCOMI CL S P		2	0.00		0.00		
220	01/02	04:18PM	302	367-4447	NEW CA DE M P		2	0.00		0.00		
221	01/02	05:38PM	302	367-4447	NEW CA DE M P		13	0.00		0.00		
222	01/03	08:53PM	302	423-6245	VOICE CL M O		2	0.00		0.00		
223	01/03	08:56PM	410	208-4933	BERLIN MD S N		34	0.00		0.00		
224	01/03	09:37PM	843	697-0556	INCOMI CL S N		10	0.00		0.00		
225	01/04	10:15AM	410	398-6127	ELKTON MD S N		3	0.00		0.00		
226	01/04	02:33PM	443	553-3729	ELKTON MD S N		16	0.00		0.00		

43549 5/9

OTS V023-9900 (10/01)

B114



Account Number:
Billing Date:
Mobile Number:
Mobile User:
Total Mobiles:

98186186-001-38
Jan 05, 2004
(302) 229-6853
RENEE BUTZ
2

AIRTIME AND LONG DISTANCE CHARGES

										-----CHARGES-----		
Item	Date	Time	CL	No. Called	City Called	F	P	Length of Call	Air Time	Long Dist.	Total	
227	01/04	04:02PM		302 836-1409	INCOMI CL S N			2	0.00		0.00	
228	01/04	04:07PM		302 836-1409	INCOMI CL S N			1	0.00		0.00	
229	01/04	04:10PM		302 584-0474	INCOMI CL S N			2	0.00		0.00	
230	01/04	06:45PM		443 553-3729	ELKTON MD S N			22	0.00		0.00	
231	01/05	01:54PM		302 645-4700	LEWES DE S P			5	0.00	0.00	0.00	
232	01/05	01:59PM		302 327-5211	NEW CA DE S P			2	0.00		0.00	
233	01/05	02:10PM		302 645-5296	LEWES DE S P			3	0.00	0.00	0.00	
234	01/05	07:00PM		757 560-2366	INCOMI CL S P			12	0.00		0.00	
235	01/05	07:21PM		410 620-5536	ELKTON MD S P			15	0.00		0.00	
									1444	0.00	0.00	0.00

Feature(F): C=Call Waiting; D=Data Call; F=Call Forwarding; H=Group Mobile to Mobile Calls; I=Incoming Call; K=Fax Call; M=Mobile to Mobile Discount; R=Roam with Home; S=Shared Minutes; T=Three Way Calling; W=Nights and Weekends

Period(P): P=Peak; O=Off Peak; N=Nights

CINGULAR LONG DISTANCE

										--CHARGES--		
Item	Date	Time	CL	No. Called	City Called	F		Length of Call	Long Dist.	Total		
1	12/08	04:19PM		443 553-3729	ELKTON MD			4:00	0.00	0.00		
2	12/08	04:26PM		443 309-3170	ELKTON MD			10:00	0.00	0.00		
3	12/09	04:36PM		443 553-3729	ELKTON MD			2:00	0.00	0.00		
4	12/09	04:38PM		410 208-4933	BERLIN MD			25:00	0.00	0.00		
5	12/10	12:38PM		443 553-3729	ELKTON MD			2:00	0.00	0.00		
6	12/10	06:25PM		410 398-6127	ELKTON MD			25:00	0.00	0.00		
7	12/10	07:59PM		443 553-3498	ELKTON MD			2:00	0.00	0.00		
8	12/11	04:09PM		443 553-3496	ELKTON MD			1:00	0.00	0.00		
9	12/11	06:17PM		757 560-2366	GREAT VA			4:00	0.00	0.00		
10	12/11	06:21PM		757 560-2366	GREAT VA			1:00	0.00	0.00		
11	12/11	06:25PM		336 558-3051	GREENS NC			15:00	0.00	0.00		
12	12/11	07:42PM		410 620-5536	ELKTON MD			27:00	0.00	0.00		
13	12/12	04:15PM		410 398-6127	ELKTON MD			1:00	0.00	0.00		
14	12/12	04:17PM		443 553-3729	ELKTON MD			2:00	0.00	0.00		
15	12/13	05:55PM		302 229-6853	INCOMI CL			1:00	0.00	0.00		
16	12/15	12:05PM		443 553-3729	ELKTON MD			2:00	0.00	0.00		
17	12/15	04:03PM		443 553-3729	ELKTON MD			1:00	0.00	0.00		
18	12/15	04:38PM		410 398-6127	ELKTON MD			1:00	0.00	0.00		
19	12/15	05:44PM		410 820-5536	ELKTON MD			15:00	0.00	0.00		
20	12/16	06:54AM		443 553-3729	ELKTON MD			2:00	0.00	0.00		
21	12/16	12:13PM		443 553-3729	ELKTON MD			1:00	0.00	0.00		
22	12/16	04:04PM		843 697-0556	CHARLE SC			2:00	0.00	0.00		
23	12/16	04:14PM		443 309-3170	ELKTON MD			9:00	0.00	0.00		
24	12/16	08:17PM		410 275-2188	CECIL MD			8:00	0.00	0.00		
25	12/17	04:43PM		410 398-6127	ELKTON MD			1:00	0.00	0.00		
26	12/18	04:33PM		410 398-6127	ELKTON MD			1:00	0.00	0.00		
27	12/21	12:17PM		843 697-0556	CHARLE SC			26:00	0.00	0.00		
28	12/22	05:50PM		410 398-6127	ELKTON MD			31:00	0.00	0.00		
29	12/23	06:47AM		443 553-3729	ELKTON MD			1:00	0.00	0.00		

BUS

William C. Manlove
1st Commissioner District

Nelson K. Bolender, President
2nd Commissioner District

Larry A. Hepbron
3rd Commissioner District

Phyllis Kilby, Vice-President
4th Commissioner District

Mark H. Guns
5th Commissioner District



CECIL COUNTY GOVERNMENT

129 East Main Street
Elkton, MD 21921
February 18, 2004

Alfred C. Wein, Jr.
County Administrator
410-996-5208

Board of County Commissioners
107 North Street, Elkton, MD 21921
410-996-5201 Fax: 410-996-1014

Cecil County Information
410-996-5200
410-658-4041

Renee M. Butz
2 Cymbal Court
Newark, DE 19702

Dear Ms. Butz:

Please be advised that the Treasurer of Cecil County has appointed you as a Junior Accountant effective March 1, 2003, pending the results of your physical and drug screen. Your hourly rate will be \$12.88 (Grade 6). In accordance with the Personnel Policies & Procedures Manual, Article VII, Section A277-13 "Unclassified Positions", you will serve at the pleasure of the Treasurer.

As you know, your physical examination and drug screen was scheduled for 10:30 a.m., Wednesday, February 18, 2004, in the Occupational Medicine Department at 111 Railroad Avenue, Elkton, MD. We will confirm your starting date and time once Union Hospital notifies this office that you are medically qualified for hire without restrictions.

Please review the enclosed paperwork and complete as much as you can. **Bring the entire folder with you to your employee orientation scheduled for Monday, March 1, 2004, at 8 a.m.** in the Human Resources Office, 129 East Main Street, Room 122. You must also present evidence of your authorization to work in the United States by presenting your driver's license and social security card or birth certificate. Should you have any questions regarding the required paperwork, please call my office.

Your first paycheck will be issued on March 19, 2004, for the hours worked from 03/01/04 through 03/05/04 and every other Friday thereafter. Please note that 2% of your base salary will be deducted from each payroll and remitted to the State Retirement Agency as your contribution towards this benefit.

Wishing you much success in your employment and with kind regards.

Sincerely,

HUMAN RESOURCES DEPARTMENT

Donna M. Nichols
Director

cc: Pamela Howard, Treasurer

Budget Manager	Department of Aging	Economic Development	Emergency Services	Human Resources	Permits & Inspections	Planning, Zoning & Parks	Public Works
410-996-5291	410-996-5295	410-996-6292	410-996-5350	410-996-5250	410-996-5237	410-996-5220	410-996-5265

B116



PAMELA R. HOWARD
CECIL COUNTY TREASURER
129 EAST MAIN STREET, ROOM 117
ELKTON, MARYLAND 21921-5970

TELEPHONE: (410) 996-5385 OR (410) 658-4041
FAX: (410) 996-5319

February 11, 2004

Ms. Renee Butz
2 Cymbal Court
Newark, DE 19702

Dear Ms. Butz:

Pending satisfactory results of your pre-employment physical and drug-screening, I am pleased to appoint you to the position of Junior Accountant in the Accounting Section of the Treasurer's Office.

The beginning salary for this position is \$26,790 (grade 6) with all applicable County benefits.

A representative from the Department of Human Resources will be contacting you to discuss your official starting date.

We in the Treasurer's Office look forward to working with you and I wish you much success.

Sincerely,

Pamela Howard

B117

02025530, YNNNNN, 197023319, 1.1, E, 3027311700,

2004 01 3027311700

ACCOUNT NAME	ACCOUNT#	PERIOD ENDING	DUE DATE	PAGE
Graver Chemical Company/Thomas	3027311700	January 25, 2004	February 20, 2004	1
ACCOUNT SUMMARY		CURRENT CHARGES		
Previous Balance	6908.17	Internet Access	561.82	
Payments Received	6908.17CR	Private Line	3230.18	
Balance Forward	0.00	Smartpack & CoreConnect Svcs	1824.92	
Current Charges	7426.37	National Access Fees	3.78	
Total Amount Due	7426.37	Operator Services	0.54	
		Paging	14.44	
		Conference Calling	1055.56	
		Dedicated Long Distance	360.96	
		Switched Long Distance	192.50	
		Toll-free	181.67	
--- Current Tax Summary ---				
Federal Tax	108.50			
USF Contribution	411.79	Total Current Charges	7426.37	
State Tax	96.07			
Local Tax	1.13			
Total Taxes	617.49			

IMPORTANT INFORMATION

EXPANSION TO NEW HEADQUARTERS NEARING COMPLETION

We are pleased to announce that the majority of our headquarters personnel have successfully moved into our new facility at 2100 Renaissance Boulevard in King of Prussia, PA!

This exciting move allows us to consolidate the majority of our corporate operations under one roof in a state-of-the-art environment, with room for additional growth. Occupying the entire three-floor office building in suburban Philadelphia, we have nearly 500 people fully operational, with an additional 100 individuals joining team in the next month.

Founded in 1985, ATX's headquarters spent the past ten years at 50 Monument Road in Bala Cynwyd, PA. ATX currently has approximately 1,200 employees in ten states throughout the Mid-Atlantic and Midwest regions. The unified operations includes premier on-site technical Assistance and Customer Care Centers, illustrating ATX's active commitment to customer support and service excellence.

We look forward to an exciting future in our new home, and many years growing along with your business!

B118

2004 01 3027311700
 DE Jan-15-2004 10:27a D D 270/886-9251 HOPKINSKY KY 2.8 0.08
 ACCOUNT NAME ACCOUNT# PERIOD ENDING DUE DATE PAGE
 Graver Chemical Company/Thomas 3027311700 January 25, 2004 February 20, 2004 66

Call Detail For 06-0855-05891

From City	Date	Time	Per	Typ	SC	Called Number	Called City	Minutes	Charges
NEWARK	DE Jan-15-2004	10:30a	D	D	D	540/967-2600	LOUISA VA	0.8	0.02
NEWARK	DE Jan-15-2004	10:32a	D	D	D	803/831-8379	LAKE WYLIE SC	0.3	0.01
NEWARK	DE Jan-15-2004	10:48a	D	D	D	502/493-9099	LOUISVILLE KY	1.6	0.04
NEWARK	DE Jan-15-2004	10:50a	D	D	D	803/407-7171	COLUMBIA SC	4.1	0.11
NEWARK	DE Jan-15-2004	10:57a	D	D	D	860/872-7000	ROCKVILLE CT	1.6	0.04
NEWARK	DE Jan-15-2004	11:04a	D	D	D	410/242-7404	ARBUTUS MD	2.6	0.07
NEWARK	DE Jan-15-2004	11:15a	D	D	D	410/398-6596	ELKTON MD	0.5	0.01
NEWARK	DE Jan-15-2004	11:16a	D	D	D	860/610-7149	HARTFORD CT	0.4	0.01
NEWARK	DE Jan-15-2004	11:29a	D	D	D	203/932-8654	NEW HAVEN CT	2.8	0.08
NEWARK	DE Jan-15-2004	11:33a	D	D	D	630/250-9222	ITASCA IL	1.7	0.05
NEWARK	DE Jan-15-2004	11:42a	D	D	D	410/472-9159	SPARKSGLNC MD	1.5	0.04
NEWARK	DE Jan-15-2004	11:52a	D	D	D	856/241-0010	SWEDESBO RO NJ	2.7	0.07
NEWARK	DE Jan-15-2004	11:56a	D	D	D	410/398-7978	ELKTON MD	6.4	0.18
NEWARK	DE Jan-15-2004	12:03p	D	D	D	856/241-0010	SWEDESBO RO NJ	0.6	0.02
NEWARK	DE Jan-15-2004	12:18p	D	D	D	303/816-1060	BAILEY CO	2.6	0.07
NEWARK	DE Jan-15-2004	12:22p	D	D	D	609/970-4032	WOODBURY NJ	5.5	0.15
NEWARK	DE Jan-15-2004	12:31p	D	D	D	856/470-1200	HADDONFLD NJ	13.8	0.38
NEWARK	DE Jan-15-2004	12:46p	D	D	D	410/392-2323	ELKTON MD	3.3	0.09
NEWARK	DE Jan-15-2004	12:55p	D	D	D	716/652-7870	EASTAURORA NY	1.4	0.04
NEWARK	DE Jan-15-2004	12:57p	D	D	D	215/657-8000	WILLOW GRV PA	8.6	0.24
NEWARK	DE Jan-15-2004	01:12p	D	D	D	904/737-9411	JACKSONVL FL	1.8	0.05
NEWARK	DE Jan-15-2004	01:19p	D	D	D	716/652-7870	EASTAURORA NY	0.7	0.02
NEWARK	DE Jan-15-2004	01:45p	D	D	D	518/392-1700	CHATHAM NY	1.1	0.03
NEWARK	DE Jan-15-2004	01:55p	D	D	D	763/577-0102	MINNEAPOLIS MN	1.9	0.05
NEWARK	DE Jan-15-2004	02:01p	D	D	D	610/212-4082	KINGPRUSS PA	1.5	0.03
NEWARK	DE Jan-15-2004	02:06p	D	D	D	281/983-0040	ALIEF TX	1.5	0.04
NEWARK	DE Jan-15-2004	02:08p	D	D	D	864/947-8335	PELZER SC	1.5	0.04
NEWARK	DE Jan-15-2004	02:24p	D	D	D	914/333-7828	TARRYTOWN NY	2.5	0.07
NEWARK	DE Jan-15-2004	02:27p	D	D	D	815/385-0001	MCHENRY IL	10.8	0.30
NEWARK	DE Jan-15-2004	02:39p	D	D	D	319/851-7755	PALO IA	0.8	0.02
NEWARK	DE Jan-15-2004	02:40p	D	D	D	319/851-7265	PALO IA	1.2	0.03
NEWARK	DE Jan-15-2004	02:42p	D	D	D	859/261-1990	COVINGTON KY	0.5	0.01
NEWARK	DE Jan-15-2004	03:01p	D	D	D	919/304-9191	MEBANE NC	0.5	0.01
NEWARK	DE Jan-15-2004	03:03p	D	D	D	609/636-6948	CAMDEN NJ	0.6	0.02
NEWARK	DE Jan-15-2004	03:07p	D	D	D	213/367-2334	LOSANGELES CA	1.6	0.04
NEWARK	DE Jan-15-2004	03:09p	D	D	D	302/645-5296	LEWES DE	0.7	0.02
NEWARK	DE Jan-15-2004	03:13p	D	D	D	604/986-2811	NOVANCOUR BC	0.8	0.52
NEWARK	DE Jan-15-2004	03:31p	D	D	D	610/265-6111	KINGPRUSS PA	2.0	0.05
NEWARK	DE Jan-15-2004	03:37p	D	D	D	757/258-2451	WILLIAMSBG VA	1.1	0.03
NEWARK	DE Jan-15-2004	03:47p	D	D	D	215/646-7220	AMBLER PA	0.5	0.01
NEWARK	DE Jan-15-2004	03:50p	D	D	D	805/343-3294	GUADALUPE CA	1.3	0.04
NEWARK	DE Jan-15-2004	03:52p	D	D	D	763/847-9900	MINNEAPOLIS MN	4.3	0.12
NEWARK	DE Jan-15-2004	04:05p	D	D	D	817/860-5663	IRLINGTON TX	1.3	0.04

B119

ACCOUNT NAME	ACCOUNT#	PERIOD ENDING	DUE DATE	PAGE
Graver Chemical Company	Thomas 3027311700	January 25, 2004	February 20, 2004	68

		2004 01		3027311700		
NEWARK	DE Jan-16-2004 03:00p D	562/229-9727	NORWALK	CA	1.0	0.03
NEWARK	DE Jan-16-2004 03:06p D	410/392-2450	ELKTON	MD	19.4	0.54
NEWARK	DE Jan-16-2004 03:26p D	410/392-2450	ELKTON	MD	10.9	0.30
NEWARK	DE Jan-16-2004 03:42p D	972/422-1212	PLANO	TX	1.7	0.05
NEWARK	DE Jan-16-2004 03:44p D	715/386-0160	HUDSON	WI	5.1	0.14
NEWARK	DE Jan-16-2004 03:58p D	856/470-1200	HADDONFLD	NJ	1.4	0.04
NEWARK	DE Jan-16-2004 04:03p D	919/546-6883	RALEIGH	NC	4.0	0.11
NEWARK	DE Jan-16-2004 04:16p D	970/858-3900	FRUITA	CO	2.2	0.06
NEWARK	DE Jan-16-2004 04:20p D	562/802-0025	NORWALK	CA	3.9	0.11
NEWARK	DE Jan-16-2004 04:56p D	712/277-7496	SIOUX CITY	IA	2.1	0.06
NEWARK	DE Jan-16-2004 05:08p E	775/883-1336	CARSONCITY	NV	1.5	0.04
NEWARK	DE Jan-19-2004 08:26a D	610/347-1637	UNIONVILLE	PA	47.8	1.33
NEWARK	DE Jan-19-2004 09:21a D	856/470-1200	HADDONFLD	NJ	1.0	0.03
NEWARK	DE Jan-19-2004 09:24a D	203/861-7370	GREENWICH	CT	0.6	0.02
NEWARK	DE Jan-19-2004 09:30a D	518/392-1700	CHATHAM	NY	1.4	0.04
NEWARK	DE Jan-19-2004 09:37a D	856/727-9909	MOORESTOWN	NJ	1.2	0.03
NEWARK	DE Jan-19-2004 09:39a D	609/924-1115	PRINCETON	NJ	1.4	0.04
NEWARK	DE Jan-19-2004 09:43a D	860/610-7149	HARTFORD	CT	0.7	0.02
NEWARK	DE Jan-19-2004 09:53a D	315/488-3200	SYRACUSE	NY	0.6	0.02
NEWARK	DE Jan-19-2004 10:03a D	302/645-5296	LEWIS	DE	0.4	0.01
NEWARK	DE Jan-19-2004 10:04a D	803/831-8379	LAKE WYLIE	SC	1.4	0.04
NEWARK	DE Jan-19-2004 10:11a D	856/241-0010	SWEDESBORO	NJ	11.5	0.32
NEWARK	DE Jan-19-2004 10:27a D	402/825-5746	BROWNVILLE	NE	4.1	0.11
NEWARK	DE Jan-19-2004 10:36a S	410/620-2667	ELKTON	MD	1.8	0.05
NEWARK	DE Jan-19-2004 11:56a D	447730051466	UNITED KIN	GD	75.3	20.01
NEWARK	DE Jan-19-2004 12:08p D	803/214-5844	COLUMBIA	SC	0.1	0.01
NEWARK	DE Jan-19-2004 12:53p D	803/214-5844	COLUMBIA	PA	0.7	0.02
NEWARK	DE Jan-19-2004 12:57p D	618/785-3244	BALDWIN	IL	0.7	0.02
NEWARK	DE Jan-19-2004 01:10p D	901/396-3625	MEMPHIS	TN	0.7	0.02
NEWARK	DE Jan-19-2004 01:28p D	203/861-7370	GREENWICH	CT	0.8	0.02
NEWARK	DE Jan-19-2004 01:30p D	817/860-5663	ARLINGTON	TX	1.3	0.04
NEWARK	DE Jan-19-2004 01:49p D	803/214-5844	COLUMBIA	SC	0.3	0.01
NEWARK	DE Jan-19-2004 01:52p D	203/861-7370	GREENWICH	CT	1.6	0.04
NEWARK	DE Jan-19-2004 01:54p D	203/861-7370	GREENWICH	CT	0.4	0.01
NEWARK	DE Jan-19-2004 01:55p D	203/861-7370	GREENWICH	CT	0.6	0.02
NEWARK	DE Jan-19-2004 02:01p D	614/792-1607	DUBLIN	OH	1.9	0.05
NEWARK	DE Jan-19-2004 02:09p D	609/371-1000	HIGHTSTOWN	NJ	2.8	0.08
NEWARK	DE Jan-19-2004 02:14p D	856/727-9909	MOORESTOWN	NJ	1.0	0.03
NEWARK	DE Jan-19-2004 02:16p D	416/366-3561	TORONTO	ON	3.3	1.32
NEWARK	DE Jan-19-2004 02:22p D	972/422-1212	PLANO	TX	3.2	0.09
NEWARK	DE Jan-19-2004 02:30p D	352/465-2000	DUNNELLON	FL	1.0	0.03
NEWARK	DE Jan-19-2004 02:31p D	940/627-2121	DECATUR	TX	1.1	0.03

Pa 74

										2004 01 3027311700
NEWARK	DE	Jan-15-2004	03:09p	D	T	302/228-4395	MILFORD	DE	0.1	0.01
NEWARK	DE	Jan-15-2004	03:47p	D	D	716/542-4505	AKRON	NY	2.5	0.07
NEWARK	DE	Jan-15-2004	03:53p	D	R	215/657-8000	WILLOW GRV	PA	3.0	0.08
NEWARK	DE	Jan-16-2004	08:32a	D	R	215/646-7220	AMBLER	PA	2.2	0.06
NEWARK	DE	Jan-16-2004	08:56a	D	D	803/831-8379	LAKE WYLIE	SC	0.7	0.02
NEWARK	DE	Jan-16-2004	09:33a	D	D	312/845-5357	CHICAGO	IL	5.5	0.15
NEWARK	DE	Jan-16-2004	09:56a	D	D	650/372-0900	SAN MATEO	CA	0.4	0.01
NEWARK	DE	Jan-16-2004	09:58a	S	I	4971131059731	GERMANY	NY	23.3	8.78
NEWARK	DE	Jan-16-2004	11:03a	D	D	718/644-6783	NWRYCZN05	NY	1.4	0.04
NEWARK	DE	Jan-16-2004	11:48a	D	R	610/485-3458	MARCUSHOOK	PA	55.4	1.54
NEWARK	DE	Jan-16-2004	01:27p	D	D	775/886-1336	CARSONCITY	NV	1.6	0.04
NEWARK	DE	Jan-16-2004	01:32p	D	D	805/545-4255	SNLSOBISPO	CA	2.3	0.06
NEWARK	DE	Jan-16-2004	01:54p	D	D	864/882-8674	SENECA	SC	0.6	0.02
NEWARK	DE	Jan-16-2004	01:55p	D	D	864/882-8674	SENECA	SC	0.4	0.01
NEWARK	DE	Jan-16-2004	02:01p	D	D	813/620-0900	SENECA	SC	1.7	0.05
NEWARK	DE	Jan-16-2004	02:03p	D	E	416/754-1100	TAMPACNTRL	FL	1.2	0.03
NEWARK	DE	Jan-16-2004	02:09p	D	D	585/321-4760	TORONTO	ON	4.9	1.94
NEWARK	DE	Jan-16-2004	03:08p	D	D	757/466-6495	HENRIETTA	NY	6.3	0.17
NEWARK	DE	Jan-16-2004	03:20p	D	D	864/882-8674	NEWARK	NJ	0.5	0.01
NEWARK	DE	Jan-16-2004	03:29p	D	T	302/463-5896	WILLIAMSGB	VA	7.4	0.21
NEWARK	DE	Jan-16-2004	03:45p	D	D	614/792-1607	WILMINGTON	DE	1.1	0.03
NEWARK	DE	Jan-16-2004	04:04p	D	D	909/677-2060	DUBLIN	OH	0.8	0.02
NEWARK	DE	Jan-16-2004	04:22p	D	D	919/690-0008	MURRIETA	CA	3.7	0.10
NEWARK	DE	Jan-19-2004	08:41a	D	D	614/792-1607	OXFORD	NC	1.1	0.03
NEWARK	DE	Jan-19-2004	09:03a	D	D	856/470-1200	DUBLIN	OH	1.4	0.04
NEWARK	DE	Jan-19-2004	09:11a	D	D	803/214-5844	HADDONFLD	NJ	2.0	0.06
NEWARK	DE	Jan-19-2004	09:30a	D	E	905/335-4057	COLUMBIA	SC	0.8	0.02
NEWARK	DE	Jan-19-2004	10:05a	D	T	302/228-4395	BURLINGTON	ON	1.6	0.66
NEWARK	DE	Jan-19-2004	10:17a	D	T	302/645-7215	MILFORD	DE	2.7	0.08
NEWARK	DE	Jan-19-2004	10:20a	D	I	502/493-9099	LEWES	DE	0.2	0.01
NEWARK	DE	Jan-19-2004	10:30a	D	D	803/831-8379	LOUISVILLE	KY	1.3	0.04
NEWARK	DE	Jan-19-2004	10:37a	D	D	303/816-1060	LAKE WYLIE	SC	0.6	0.02
NEWARK	DE	Jan-19-2004	10:40a	D	D	856/727-9909	BAILEY	CO	1.9	0.05
NEWARK	DE	Jan-19-2004	10:42a	D	D	901/396-3625	MOORESTOWN	NJ	1.6	0.04
NEWARK	DE	Jan-19-2004	10:45a	D	D	803/214-5844	MEMPHIS	TN	0.5	0.01
NEWARK	DE	Jan-19-2004	10:49a	D	D	215/362-1275	COLUMBIA	SC	0.2	0.01
NEWARK	DE	Jan-19-2004	11:01a	D	R	817/860-5663	LANDSDALE	PA	7.5	0.21
NEWARK	DE	Jan-19-2004	11:01a	D	D		ARLINGTON	TX	0.7	0.02

Call Detail For 06-0855-05890

ACCOUNT NAME	ACCOUNT#	PERIOD ENDING	DUE DATE	PAGE			
Graver Chemical Company/Thomas	3027311700	January 25, 2004	February 20, 2004	55			
-----+							
Call Detail For 06-0855-05890							
From City	Date	Time	Per Typ SC	Called Number	Called City	Minutes	Charges
NEWARK	DE Jan-19-2004	11:02a	D	908/653-4248	CRANFORD	NJ	1.1 0.03
NEWARK	DE Jan-19-2004	11:09a	D R	215/519-5791	PHILA	PA	0.5 0.01
NEWARK	DE Jan-19-2004	11:14a	D	919/690-0008	OXFORD	NC	24.3 0.67
NEWARK	DE Jan-19-2004	12:09p	D	704/367-0086	CHARLOTTE	NC	0.8 0.02
NEWARK	DE Jan-19-2004	02:17p	D	614/792-1607	DUBLIN	OH	0.8 0.02
NEWARK	DE Jan-19-2004	02:24p	D	609/970-4032	WOODBURY	NJ	2.3 0.06

B121

LAWNS UNLIMITED LTD.
EMPLOYEE POLICY

It is the intent of this Company to provide each employee of Lawns Unlimited Ltd. with a written guideline of acceptable and non-acceptable acts, actions, and behavior during their employment by Lawns Unlimited Ltd. It is to be understood that this Employee Policy is not limited to those acts, actions and behavior described herein, but rather, each employee's conduct will, at all times, be in the best interest of Lawns Unlimited Ltd. Any act, action or behavior considered by Lawns Unlimited Ltd. not to be in the best interest of Lawns Unlimited Ltd. will be subject to disciplinary action. It is understood that this disciplinary action will be at the discretion of the president of Lawns Unlimited Ltd. and may include termination of employment.

1. Consumption of any alcoholic beverage is prohibited prior to or during company business hours, or while on company property, at a jobsite, or in company equipment, either on or off work.

2. Use of drugs or any mind-altering device is prohibited prior to or during business hours, or while on company property, at/to a jobsite or in company equipment, either on or off work. Use of drugs by prescription of a licensed physician is permissible only if prior notice and written clearance is obtained from the president of Lawns Unlimited Ltd.

3. Smoking cigarettes is prohibited in all company vehicles, office and shop, on and off work. Smoking will be allowed only at designated lunch or break periods.

4. Misuse or damage to company property, at any time is prohibited. Any damage to company property resulting from misuse shall be the sole responsibility of that employee, and Lawns Unlimited Ltd. shall be held harmless in all cases. Therefore, such damage, replacement or repair will be charged to employee.

5. Absolutely and under no circumstances, will an employee without a valid driver's license be allowed or authorized to drive or operate any Lawns Unlimited Ltd. vehicles either on or off company time. If any employee chooses to drive their own vehicles or anyone else's without a valid driver's license, on or off work, it is the sole responsibility of that employee; Lawns Unlimited Ltd. assumes no responsibility.

6. Personal use of company equipment, vehicles or property is prohibited at all times.

7. Absenteeism - Normal business hours are 7:00 a.m. through 5:30 p.m. Each employee is expected to be at the designated work place at those times and prepared to perform their assigned duties. In the event the employee is unable to attend work for that business day, the employee is required to telephone his supervisor at least one hour prior to the start of business for that day. Any absenteeism that involves more than three days will require a doctor's note prior to returning to the work place. Unless the employee has made previous arrangements with the President of Lawns Unlimited Ltd. and those arrangements are in writing and signed by the President of Lawns Unlimited Ltd., those employees will not receive wage compensation for those missed days.

8. Tardiness/Lateness - Unexcused tardiness will not be tolerated. Any employee failing to arrive to and be prepared for work in a timely manner will receive a verbal warning. On the second offense, the employee shall receive a written warning. Any unexcused tardiness thereafter shall result in immediate termination of employment.

9. Appearance - Each employee will arrive at and maintain during the work day a neat, clean appearance. If uniforms are provided, it is the employee's responsibility to keep the items clean and pressed at all times. Sloppy, dirty and unclean employees will not be tolerated. Following two warnings by Lawns Unlimited Ltd., employment may be terminated. Denim jeans or shorts will not be accepted as part of any office employee's attire.

10. Language - At no time will any abusive, profane, obscene or indecent language or gestures be permitted. Such action shall result in immediate termination.

11. Records/Recordkeeping - Each employee is required to complete his respective time and daily worksheets each day. Those sheets are to be turned into the employee supervisor and, in turn, the employee supervisor will turn the completed daily worksheets into the office manager at the close of each business day. Failure to do so will cause withholding of wages for that day during that pay week; those wages will be paid on the regular pay day for the following pay week, but only after receipt of the completed daily worksheet or sheets. In case of withholding any wages for this reason, for purposes of determining whether an employee is entitled to overtime wages, hours of labor for the

week are calculated on the basis of when performed, not when paid.

12. Paid Travel - Lawns Unlimited Ltd. provides a maximum of 1/2 hour paid travel time to the work place from the Lawns Unlimited Ltd. current place of business (shop). ~~Time incurred returning to the shop or home begins at normal business closing time and is not paid for by Lawns Unlimited Ltd.~~ Misuse of this time allowance may result in employee termination.

13. Wages - Lawns Unlimited Ltd. will set the respective wages with each employee. Discussion with other employees regarding their wages is prohibited.

14. Probation - Each employee when hired will work under a six-month probationary period at the beginning of (or rehiring of) their employment with Lawns Unlimited Ltd.

15. Criminal Activities - Any employee convicted of any crime during employment of Lawns Unlimited Ltd. which, in the sole discretion of Lawns Unlimited, Ltd. bears on that employee's credibility or trustworthiness or otherwise adversely effects Lawns Unlimited Ltd. shall be terminated.

16. Falsification - Any employee that falsifies any business records, applications, or other documents in connection with their employment shall be terminated.

17. Overtime - Overtime will only be allowed when necessary and only when approved in advance by Lawns Unlimited Ltd. supervisors or President in writing, signed by that supervisor or President.

B125

18. Benefits - Lawns unlimited Ltd. is responsible to provide compensation for work performed. Any arrangement beyond that compensation must be in writing and signed by the President of Lawns Unlimited Ltd.

19. Confidential Information - All information of Lawns Unlimited Ltd. designated or treated as proprietary and/or confidential will remain the confidential property of Lawns Unlimited Ltd. and will not be discussed outside of work or disclosed to anyone. Violation of this confidentiality may result in termination.

20. Termination - Any Lawns Unlimited Ltd. employee wishing to terminate his employment with Lawns Unlimited Ltd. will be required to give no less than two weeks notice.

21. Work Week - The Lawns Unlimited Ltd. work week begins on Monday and ends on Sunday. Overtime is calculated at over 40 hours per week for hourly employees only. The week ends on Sunday and paychecks for that week are distributed the following Friday at 5:00 p.m. At no time will paychecks be distributed earlier unless Friday falls on a holiday in which case the paychecks will be distributed on Thursday at 5:00 p.m.

22. Lunches - Each employee is asked to bring a sack lunch unless they have their own personal transportation from the jobsite to lunch. A 30-minute lunch is designated from 12:00 noon to 12:30 p.m. daily for employees on a jobsite. All these employees will automatically be charged with a 30-minute lunch. Office employees lunch period is designated from 12:00 noon to

B126

1:00 p.m. daily. It is prohibited to take company vehicles to lunch and is grounds for immediate termination.

23. Business - Other than their employment with Lawns Unlimited Ltd. it is prohibited for any employee to work for compensation on doing lawn work or work associated with lawns, which is considered a conflict of interest. Any employee doing so will automatically be terminated.

24. Sick Pay/Time Off - Salary employees: It is understood that from time to time, time off will be necessary - following approval from the owners, this time will be allowed. It is important to note that the owners of Lawns Unlimited require any and all medical and or personal appointments be conducted during lunch time or off business hours whenever possible. Abuse of time off will not be tolerated. If necessary to be off work for doctors appointments, sickness or immediate relatives funeral (ex. mother, father, wife, daughter, son, brother, sister, grandmother, grandfather) will be compensated for by Lawns Unlimited after approval from owners. A maximum number of paid days off will be 3 days/year. Any days off over the allowed amount will be deducted from employees salary. Likewise any personal time off (or unapproved time - not in writing by owners of Lawns Unlimited) will be automatically deducted from employees salary. Being off work for any other reasons other than those listed above are considered unexcusable and will not be compensated for/

Hourly employees: Hourly employees are paid only for actual hours worked and therefore not paid for sick days, or any personal or medical time off.

25. Employee recognizes the very personal nature of Employer's business and agrees to the following covenants with respect to competition:

(a) Employee acknowledges that the Employer has been required to train and to continue to train Employee with respect to its business and to impart to his confidential information and knowledge about its business policies, accounts, procedures and methods. He acknowledges that such policies and the like have been developed at considerable expense in terms of time, money and experience to the Employer. The nature of the business is such that the relationship of the customers or clients with the Employer must be maintained through the close personal contact of its representatives.

(b) The Employee agrees that by virtue of his employment, he will become familiar with and possessed of the manner, methods, secrets and confidential information pertaining to Employer's business and with the names and lists of its customers and clients. He further acknowledges that he will continue to receive additional confidential information of the same kind.

B128

(c) In consideration of the employment and continued employment of Employee, and the training of and disclosure to him of the knowledge and information described above, that the covenants in this paragraph and in this agreement are required for the fair and reasonable protection of the Employer and that without the limited restrictions on his activities imposed by the covenants in this Agreement, the Employer's business would suffer irreparable and immeasurable damage. Accordingly, the covenants in this paragraph shall be construed as an Agreement independent of any other provision of this Agreement and the existence of any claim or course of action whether predicated on this Agreement or otherwise shall not constitute a defense to the enforcement by Employer of the said covenants.

(d) Employee does expressly covenant and agree that during the term of his employment, and for a period of three (3) years thereafter, he will not within the territory defined hereafter, directly or indirectly, for himself or on behalf of others, as an individual in his account, or as an employee, agent or representative for any person, partnership, firm or corporation solicit orders or plans for projects of the same kind and nature as the Employer regardless of whether it is institutional or industrial, commercial or private and residential; contact for the purposes of diverting any of the clients or customers of Employer, or own, manage, control, operate, or participate in the

B129

ownership, management, or control, or engage as a sales or design representative of any business, regardless of how constituted which engages in any phase of the business described in this Agreement.

(e) The territory referred to in this section shall include that area comprising a fifty (50) mile radius from the cities of Rehoboth, Delaware, Lewes, Delaware, and Fenwick Island, Delaware or any other place the Employer shall have a place of business.

(f) Employee agrees that during the period of his employment and during the three year period thereafter, he will not use, give or divulge to any person, firm or entity anywhere who is not then an authorized employee of Employer, any trade secrets, customer lists, price lists, or other specialized information or data learned, acquired, or coming to her knowledge while in the employ of the Employer.

26. Employee agrees not to attempt to induce any other employee of Employer to leave their employ or by any other effort to interfere with the Employer's relationship with any other employees and that to do so would be harmful and damaging to the Employer. The Employee further agrees that the covenant expressed in this paragraph shall continue for a period of three years (3) after the termination of his employment.

B130

27. Loans/Advances - There will be absolutely no company or personal loans or advances given to the employees.

Holidays - Holidays will be designated each year by Lawns Unlimited Ltd. at the beginning of the year. Hourly employees are paid only for actual hours worked and therefore not paid for holidays, but will be given those days off. (See attached list of holidays.)

By signing this Employee Policy you agree you have read or have had it read to you in its entirety and fully understand and agree with items above and will hold to its contents.

Employee's Name

Employee Signature

Date

B131

Employee Name	2002					2003					Increase		Comments
	Total Hours	Regular Pay Rate	Bonus / Pay	Paid Time Off or Vacation	Total Hours	Regular Pay Rate	Bonus / Pay	Paid Time Off or Vacation	Amt	%			
Employee 1	2,283	\$ 10.00	\$ 541		644	\$ 10.00	\$ -					Left LU in 2003	
Employee 2	1,351	\$ 8.00	\$ 217		1,771	\$ 9.00			\$ 1.00	12.5%		Started & left LU in 2003	
Employee 3					263	\$ 10.00						Started LU in 2003	
Employee 4					1,114	\$ 8.00	\$ 217					Started LU in 2003	
Employee 5					1,058	\$ 8.00	\$ 217					Did not work at LU in 2003	
Employee 6	121	\$ 7.00											
Plaintiff	469	\$ 12.00	\$ 379		2,224	\$ 12.00	34 hrs \$405		\$ -	0.0%		Left LU in 2003	
Employee 8	787	\$ 7.50			38	\$ 7.50							
Employee 9	2,435	\$ 11.00	\$ 1,083		2,458	\$ 12.00	\$ 1,624		\$ 1.00	9.1%		Started LU in 2003	
Employee 10					1,357	\$ 9.00	\$ 217					Started LU in 2003	
Employee 11					1,046	\$ 8.00						Did not work at LU in 2003	
Employee 12	53	\$ 7.50										Did not work at LU in 2003	
Employee 13	281	\$ 8.00										Did not work at LU in 2003	
Employee 14	33	\$ 10.00										Did not work at LU in 2003	
Employee 15	165	\$ 7.00										Did not work at LU in 2003	
Employee 16	520	\$ 8.50										Did not work at LU in 2003	
Employee 17	2,613	\$ 9.00										Did not work at LU in 2003	
Employee 18	12	\$ 6.15			-	\$ 6.15						Family Payroll	
	Salary	\$ 7,800			Salary	\$ 10,400							
Employee 19	Salary	\$ 52,000			Salary	\$ 52,000						Owner	
Employee 20	5	\$ 6.15			-	\$ 6.15						Family Payroll	
	Salary	\$ 7,800			Salary	\$ 10,400							
Employee 21	Salary	\$ 7,600			Salary	\$ 9,225						Owner	
Employee 22	96	\$ 7.00			8	\$ 7.00						Family Payroll	
	Salary	\$ 7,800			Salary	\$ 2,400							
Employee 23	162	\$ 12.00			-	\$ 12.00						Family Payroll	
	Salary	\$ 7,800			Salary	\$ 2,400							
Employee 24					Salary	\$ 5,400						Family Payroll	
Employee 25	744	\$ 8.00										Did not work at LU in 2003	
Employee 26	1,875	\$ 14.00										Did not work at LU in 2003	
Employee 27	1,103	\$ 9.50	\$ 108		853	\$ 10.50			\$ 1.00	10.5%		Did not work at LU in 2003	
Employee 28	222	\$ 8.00										Started LU in 2003	
Employee 29					220	\$ 10.00						Did not work at LU in 2003	
Employee 30	91	\$ 14.00										Started LU in 2003	
Employee 31												Did not work at LU in 2003	
Employee 32	137	\$ 7.00										Did not work at LU in 2003	
Employee 33	24	\$ 9.00										Did not work at LU in 2003	
Employee 34	220	\$ 7.00										Did not work at LU in 2003	
Employee 35					848	\$ 8.50						Started LU in 2003	

Employee Name	2002						2003						Increase		Comments
	Total Hours	Regular Pay Rate	Bonus / Pay	Paid Time Off or Vacation	Total Hours	Regular Pay Rate	Bonus / Pay	Paid Time Off or Vacation	Total Hours	Regular Pay Rate	Bonus / Pay	Paid Time Off or Vacation	Amt	%	
Employee 36	0	\$ 10.00													Did not work at LU oin 02 or 03
Employee 37	252	\$ 8.00			1,146	\$ 8.50							\$ 0.50	6.3%	
Employee 38	353	\$ 7.50													
Employee 39	686	\$ 14.50	71 hrs		696	\$ 15.50	104 hrs						\$ 1.00	6.9%	
	Salary	\$ 29,871	\$ 3,249	\$ 945	Salary	\$ 30,875	\$ 8,121	\$ 1,331							
Employee 40	402	\$ 7.50													
Employee 41					249	\$ 9.00									Did not work at LU in 2003
Employee 42	262	\$ 7.00													Began LU in 2003
Employee 43	322	\$ 7.00			108	\$ 7.00									Did not work at LU in 2003
Employee 44					704	\$ 8.00									Left LU in 2003
Employee 45	683	\$ 7.00			317	\$ 7.50									Began LU in 2003
Employee 46	84	\$ 13.00	69 hrs										\$ 0.50	7.1%	
	Salary	\$ 14,180	\$ 861												
Employee 47					1,398	\$ 10.50	\$ 379								Did not work at LU in 2003
Employee 48					2,112	\$ 7.75	\$ 217								Began LU in 2003
Employee 49	719	\$ 8.00			1,828	\$ 9.00							\$ 1.00	12.5%	
Employee 50	427	\$ 8.00													
Employee 51	28	\$ 7.50													Did not work at LU in 2003
Employee 52	629	\$ 12.50	72 hrs		644	\$ 13.00	104 hrs						\$ 0.50	4.0%	
	Salary	\$ 25,179	\$ 1,624	\$ 732	Salary	\$ 26,067	\$ 1,624	\$ 1,193							
Employee 53	35	\$ 6.50													
Employee 54	1,594	\$ 10.00	\$ 541		2,721	\$ 12.00	\$ 541						\$ 2.00	20.0%	Did not work at LU in 2003
Employee 55	104	\$ 10.00			975	\$ 12.00	24 hrs \$288						\$ 2.00	20.0%	
Employee 56	232	\$ 9.00			19	\$ 9.00									Left LU in 2003
Employee 57	2,135	\$ 8.00													
Employee 58					1,748	\$ 8.50									Did not work at LU in 2003
Employee 59	795	\$ 7.50													Started LU in 2003
Employee 60	2,089	\$ 9.00			159	\$ 9.00									Did not work at LU in 2003
Employee 61					1,868	\$ 8.50	\$ 217								Left LU in 2003
Employee 62	1,205	\$ 15.00	\$ 541		0	\$ 15.00									Started LU in 2003
Employee 63					1,517	\$ 13.00	\$ 379								Did not work at LU in 2003
Employee 64					133	\$ 14.50									Started LU in 2003
Employee 65					1,111	\$ 12.00									Started LU in 2003
Employee 66					1,811	\$ 12.00	\$ 217								Started LU in 2003
Employee 67					2,012	\$ 9.00	\$ 217								Started LU in 2003
Employee 68					2,264	\$ 10.00	\$ 217								Started LU in 2003
Employee 69					253	\$ 10.00	\$ 108								Started LU in 2003
Employee 70	1,110	\$ 12.00			884	\$ 12.00									Left LU in 2003

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 1

EMPLOYEE 2

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	1,854.71	10.00	17,279.62	1,026.36	8.00	7,970.88
Hourly Rate 2	428.75	15.00	6,042.40	304.69	12.00	3,525.24
Office Hourly Rate 2			0.00			0.00
Bonus			541.42			216.57
Total Gross Pay			23,863.44			11,712.69
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			23,863.44			11,712.69
Taxes Withheld						
Federal Tax Withholding			-249.00			-24.00
Medicare Employee			-346.02			-169.83
Social Security Employee			-1,479.53			-726.19
DE - Withholding			-115.04			-10.99
Total Taxes Withheld			-2,189.59			-931.01
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			21,673.85			10,781.68
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			346.02			169.83
Social Security Company			1,479.53			726.19
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Total Employer Taxes and Contributions			1,907.05			977.52

B134

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

~~Employee 6~~

PLAINTIFF

Butz, Renee M

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	106.5	7.00	745.50	407.67	12.00	5,020.29
Hourly Rate 2	14.5	10.50	152.25	61.13	18.00	1,100.34
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			379.00
Total Gross Pay			897.75			6,499.63
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			897.75			6,499.63
Taxes Withheld						
Federal Tax Withholding			-88.00			-773.00
Medicare Employee			0.00			-94.24
Social Security Employee			0.00			-402.98
DE - Withholding			-19.77			-205.45
Total Taxes Withheld			-107.77			-1,475.67
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			789.98			5,023.96
Employer Taxes and Contributions						
Federal Unemployment			0.00			52.00
Medicare Company			0.00			94.24
Social Security Company			0.00			402.98
DE - Unemployment Company			2.69			19.50
401K			0.00			0.00
Total Employer Taxes and Contributions			2.69			568.72

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 8

EMPLOYEE 9

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	787.43	7.50	5,905.77	1,993.3	11.00	20,877.55
Hourly Rate 2		11.25	0.00	441.7	16.50	6,964.84
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			1,082.84
Total Gross Pay			5,905.77			28,925.23
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			5,905.77			28,925.23
Taxes Withheld						
Federal Tax Withholding			-787.00			-462.00
Medicare Employee			-85.63			-419.42
Social Security Employee			-366.16			-1,793.36
DE - Withholding			-249.09			-222.38
Total Taxes Withheld			-1,487.88			-2,897.16
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			4,417.89			26,028.07
Employer Taxes and Contributions						
Federal Unemployment			47.25			56.00
Medicare Company			85.63			419.42
Social Security Company			366.16			1,793.36
DE - Unemployment Company			17.72			25.50
401K			0.00			0.00
Total Employer Taxes and Contributions			516.76			2,294.28

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 12

EMPLOYEE 13

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	52	7.50	390.00	280.5	8.00	2,244.00
Hourly Rate 2	0.75	11.25	8.44		12.00	0.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			398.44			2,244.00
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			398.44			2,244.00
Taxes Withheld						
Federal Tax Withholding			-18.00			-31.00
Medicare Employee			-5.78			-32.54
Social Security Employee			-24.70			-139.13
DE - Withholding			-1.47			0.00
Total Taxes Withheld			-49.95			-202.67
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			348.49			2,041.33
Employer Taxes and Contributions						
Federal Unemployment			3.19			17.95
Medicare Company			5.78			32.54
Social Security Company			24.70			139.13
DE - Unemployment Company			1.20			6.73
401K			0.00			0.00
Total Employer Taxes and Contributions			34.87			196.35

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 14

EMPLOYEE 15

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	32.75	10.00	327.50	164.75	7.00	1,153.25
Hourly Rate 2		15.00	0.00		10.50	0.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			327.50			1,153.25
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			327.50			1,153.25
Taxes Withheld						
Federal Tax Withholding			0.00			-54.00
Medicare Employee			-4.75			0.00
Social Security Employee			-20.31			0.00
DE - Withholding			0.00			-5.66
Total Taxes Withheld			-25.06			-59.66
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			302.44			1,093.59
Employer Taxes and Contributions						
Federal Unemployment			2.62			6.72
Medicare Company			4.75			12.18
Social Security Company			20.31			52.08
DE - Unemployment Company			0.98			3.46
401K			0.00			0.00
Total Employer Taxes and Contributions			28.66			74.44

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 16				EMPLOYEE 17			
	Hours	Rate	Jan - Dec 02		Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments							
Gross Pay							
Officer Salary			0.00				0.00
Paid Time Off-Salary			0.00				0.00
Salary			0.00				0.00
Hourly Rate 1	470.94	8.50	4,003.01	1,977.57	9.00	17,798.13	
Hourly Rate 2	48.85	12.75	622.85	635.78	13.50	8,583.09	
Office Hourly Rate 2			0.00				0.00
Bonus			0.00				0.00
Total Gross Pay			4,625.86				26,381.22
Deductions from Gross Pay							
Employee IRA			0.00				0.00
Time Off			0.00				0.00
Total Deductions from Gross Pay			0.00				0.00
Adjusted Gross Pay			4,625.86				26,381.22
Taxes Withheld							
Federal Tax Withholding			-385.00				-405.00
Medicare Employee			-67.07				-382.53
Social Security Employee			-286.80				-1,635.64
DE - Withholding			-93.09				-197.15
Total Taxes Withheld			-831.96				-2,620.32
Deductions from Net Pay							
Medical Insurance			0.00				0.00
Total Deductions from Net Pay			0.00				0.00
Additions to Net Pay							
Employee Advance			0.00				0.00
Total Additions to Net Pay			0.00				0.00
Net Pay			3,793.90				23,760.90
Employer Taxes and Contributions							
Federal Unemployment			37.01				56.00
Medicare Company			67.07				382.53
Social Security Company			286.80				1,635.64
DE - Unemployment Company			13.88				25.50
401K			0.00				0.00
Total Employer Taxes and Contributions			404.76				2,099.67

B139

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 18

EMPLOYEE 19

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			52,000.00
Paid Time Off-Salary			0.00			0.00
Salary			7,800.00			0.00
Hourly Rate 1	11.5	6.15	70.73			0.00
Hourly Rate 2			0.00			0.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			7,870.73			52,000.00
Deductions from Gross Pay						
Employee IRA			0.00			-7,000.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			-7,000.00
Adjusted Gross Pay			7,870.73			45,000.00
Taxes Withheld						
Federal Tax Withholding			-551.00			-2,044.00
Medicare Employee			-114.13			-754.00
Social Security Employee			-487.99			-3,224.00
DE - Withholding			-76.00			-1,090.25
Total Taxes Withheld			-1,229.12			-7,112.25
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			6,641.61			37,887.75
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			114.13			754.00
Social Security Company			487.99			3,224.00
DE - Unemployment Company			23.61			34.00
401K			0.00			1,560.00
Total Employer Taxes and Contributions			681.73			5,628.00

B140

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 20

EMPLOYEE 21

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			7,600.00
Paid Time Off-Salary			0.00			0.00
Salary			7,800.00			0.00
Hourly Rate 1	4.75	6.15	29.21			0.00
Hourly Rate 2			0.00			0.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			7,829.21			7,600.00
Deductions from Gross Pay						
Employee IRA			0.00			-7,000.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			-7,000.00
Adjusted Gross Pay			7,829.21			600.00
Taxes Withheld						
Federal Tax Withholding			-533.00			0.00
Medicare Employee			-113.52			-110.20
Social Security Employee			-485.41			-471.20
DE - Withholding			-76.00			0.00
Total Taxes Withheld			-1,207.93			-581.40
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			6,621.28			18.60
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			113.52			110.20
Social Security Company			485.41			471.20
DE - Unemployment Company			23.49			22.80
401K			0.00			228.00
Total Employer Taxes and Contributions			678.42			888.20

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 22

EMPLOYEE 23

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			7,800.00			7,800.00
Hourly Rate 1	96.08	7.00	672.56	149.75	12.00	1,363.50
Hourly Rate 2		10.50	0.00	12	18.00	162.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			8,472.56			9,325.50
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			8,472.56			9,325.50
Taxes Withheld						
Federal Tax Withholding			-722.00			-1,358.00
Medicare Employee			-122.85			-135.22
Social Security Employee			-525.30			-578.18
DE - Withholding			-114.00			-282.66
Total Taxes Withheld			-1,484.15			-2,354.06
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			6,988.41			6,971.44
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			122.85			135.22
Social Security Company			525.30			578.18
DE - Unemployment Company			25.42			25.50
401K			0.00			0.00
Total Employer Taxes and Contributions			729.57			794.90

B142

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 25

EMPLOYEE 26

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	556.5	8.00	4,452.00	1,614.25	14.00	21,254.00
Hourly Rate 2	187	12.00	2,244.00	260.5	21.00	5,085.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			6,696.00			26,339.00
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			6,696.00			26,339.00
Taxes Withheld						
Federal Tax Withholding			-560.00			-3,726.00
Medicare Employee			-97.09			-381.92
Social Security Employee			-415.15			-1,633.02
DE - Withholding			-168.48			-991.80
Total Taxes Withheld			-1,240.72			-6,732.74
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			5,455.28			19,606.26
Employer Taxes and Contributions						
Federal Unemployment			53.57			56.00
Medicare Company			97.09			381.92
Social Security Company			415.15			1,633.02
DE - Unemployment Company			20.09			30.73
401K			0.00			0.00
Total Employer Taxes and Contributions			585.90			2,101.67

B143

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 27

EMPLOYEE 28

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	942.4	9.50	8,872.81	215.95	8.00	1,807.60
Hourly Rate 2	160.69	14.25	2,243.34	6	12.00	81.00
Office Hourly Rate 2			0.00			0.00
Bonus			108.29			0.00
Total Gross Pay			11,224.44			1,888.60
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			11,224.44			1,888.60
Taxes Withheld						
Federal Tax Withholding			-122.00			-120.00
Medicare Employee			-162.75			-27.38
Social Security Employee			-695.92			-117.09
DE - Withholding			-46.57			-25.09
Total Taxes Withheld			-1,027.24			-289.56
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			10,197.20			1,599.04
Employer Taxes and Contributions						
Federal Unemployment			56.00			15.11
Medicare Company			162.75			27.38
Social Security Company			695.92			117.09
DE - Unemployment Company			25.50			5.67
401K			0.00			0.00
Total Employer Taxes and Contributions			940.17			165.25

B144

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 30

EMPLOYEE 32

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			2,423.07			0.00
Hourly Rate 1	83.5	14.00	1,169.00	137	7.00	959.00
Hourly Rate 2	7.25	21.00	152.25		10.50	0.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			<u>3,744.32</u>			<u>959.00</u>
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			<u>0.00</u>			<u>0.00</u>
Adjusted Gross Pay			3,744.32			959.00
Taxes Withheld						
Federal Tax Withholding			-268.00			-30.00
Medicare Employee			-54.29			0.00
Social Security Employee			-232.15			0.00
DE - Withholding			-101.94			-2.72
Total Taxes Withheld			<u>-656.38</u>			<u>-32.72</u>
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			<u>0.00</u>			<u>0.00</u>
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			<u>0.00</u>			<u>0.00</u>
Net Pay			<u><u>3,087.94</u></u>			<u><u>926.28</u></u>
Employer Taxes and Contributions						
Federal Unemployment			29.95			7.67
Medicare Company			54.29			9.39
Social Security Company			232.15			40.15
DE - Unemployment Company			11.23			2.88
401K			0.00			0.00
Total Employer Taxes and Contributions			<u><u>327.62</u></u>			<u><u>60.09</u></u>

B145

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 33

EMPLOYEE 34

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	23.75	9.00	213.75	213.75	7.00	1,496.25
Hourly Rate 2		13.50	0.00	6.5	10.50	68.26
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			213.75			1,564.51
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			213.75			1,564.51
Taxes Withheld						
Federal Tax Withholding			0.00			-103.00
Medicare Employee			-3.10			0.00
Social Security Employee			-13.25			0.00
DE - Withholding			0.00			-32.13
Total Taxes Withheld			-16.35			-135.13
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			197.40			1,429.38
Employer Taxes and Contributions						
Federal Unemployment			1.71			8.67
Medicare Company			3.10			15.72
Social Security Company			13.25			67.22
DE - Unemployment Company			0.64			4.69
401K			0.00			0.00
Total Employer Taxes and Contributions			18.70			96.30

B146

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 36

EMPLOYEE 37

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1		10.00	0.00	213.75	8.00	1,710.00
Hourly Rate 2		15.00	0.00	37.83	12.00	453.96
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			0.00			2,163.96
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			0.00			2,163.96
Taxes Withheld						
Federal Tax Withholding			0.00			0.00
Medicare Employee			0.00			-31.38
Social Security Employee			0.00			-134.17
DE - Withholding			0.00			0.00
Total Taxes Withheld			0.00			-165.55
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			0.00			1,998.41
Employer Taxes and Contributions						
Federal Unemployment			0.00			17.31
Medicare Company			0.00			31.38
Social Security Company			0.00			134.17
DE - Unemployment Company			0.00			6.49
401K			0.00			0.00
Total Employer Taxes and Contributions			0.00			189.35

B147

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

Employee 38

Employee 39

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00	70.57		944.86
Salary			0.00	2,104.93		29,871.38
Hourly Rate 1	274.75	7.50	2,060.63	300.63	14.50	4,359.14
Hourly Rate 2	77.75	11.25	874.69	385.56	21.75	8,385.97
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			3,248.51
Total Gross Pay			2,935.32			46,809.86
Deductions from Gross Pay						
Employee IRA			0.00			-1,300.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			-1,300.00
Adjusted Gross Pay			2,935.32			45,509.86
Taxes Withheld						
Federal Tax Withholding			-66.00			-7,161.00
Medicare Employee			-42.56			-678.74
Social Security Employee			-181.99			-2,902.21
DE - Withholding			-21.31			-1,778.63
Total Taxes Withheld			-311.86			-12,520.58
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,623.46			32,989.28
Employer Taxes and Contributions						
Federal Unemployment			23.48			56.00
Medicare Company			42.56			678.74
Social Security Company			181.99			2,902.21
DE - Unemployment Company			8.81			34.00
401K			0.00			1,300.00
Total Employer Taxes and Contributions			256.84			4,970.95

B148

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 40

EMPLOYEE 42

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	370.75	7.50	2,780.64	230.25	7.00	1,611.75
Hourly Rate 2	31.5	11.25	354.39	32	10.50	336.01
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			3,135.03			1,947.76
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			3,135.03			1,947.76
Taxes Withheld						
Federal Tax Withholding			-314.00			-160.00
Medicare Employee			-45.46			0.00
Social Security Employee			-194.37			0.00
DE - Withholding			-67.51			-37.54
Total Taxes Withheld			-621.34			-197.54
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,513.69			1,750.22
Employer Taxes and Contributions						
Federal Unemployment			25.08			9.87
Medicare Company			45.46			17.89
Social Security Company			194.37			76.49
DE - Unemployment Company			9.41			5.84
401K			0.00			0.00
Total Employer Taxes and Contributions			274.32			110.09

B149

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 43

EMPLOYEE 45

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	240	7.00	1,680.00	670.63	7.00	4,444.53
Hourly Rate 2	57.5	10.50	603.75	12	10.50	111.61
Office Hourly Rate 2	24.5	10.50	257.25			0.00
Bonus			0.00			0.00
Total Gross Pay			2,541.00			4,556.14
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,541.00			4,556.14
Taxes Withheld						
Federal Tax Withholding			-302.00			-325.00
Medicare Employee			0.00			-66.06
Social Security Employee			0.00			-282.48
DE - Withholding			-79.00			-57.41
Total Taxes Withheld			-381.00			-730.95
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,160.00			3,825.19
Employer Taxes and Contributions						
Federal Unemployment			0.00			36.45
Medicare Company			0.00			66.06
Social Security Company			0.00			282.48
DE - Unemployment Company			7.62			13.67
401K			0.00			0.00
Total Employer Taxes and Contributions			7.62			398.66

BISO

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 46

EMPLOYEE 49

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary	69		860.50			0.00
Salary	1,131		14,179.50			0.00
Hourly Rate 1	57.25	13.00	735.25	686.72	8.00	5,493.76
Hourly Rate 2	27	19.50	515.26	32.6	12.00	391.20
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			16,290.51			5,884.96
Deductions from Gross Pay						
Employee IRA			-150.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			-150.00			0.00
Adjusted Gross Pay			16,140.51			5,884.96
Taxes Withheld						
Federal Tax Withholding			-2,138.00			-343.00
Medicare Employee			-236.21			-85.33
Social Security Employee			-1,010.01			-364.87
DE - Withholding			-552.17			-89.80
Total Taxes Withheld			-3,936.39			-883.00
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			12,204.12			5,001.96
Employer Taxes and Contributions						
Federal Unemployment			56.00			47.08
Medicare Company			236.21			85.33
Social Security Company			1,010.01			364.87
DE - Unemployment Company			27.85			17.65
401K			150.00			0.00
Total Employer Taxes and Contributions			1,480.07			514.93

B151

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 50

EMPLOYEE 51

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	325.75	8.00	2,606.00	27.75	7.50	208.13
Hourly Rate 2	100.75	12.00	1,209.00		11.25	0.00
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			3,815.00			208.13
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			3,815.00			208.13
Taxes Withheld						
Federal Tax Withholding			-38.00			-11.00
Medicare Employee			-55.32			-3.02
Social Security Employee			-236.53			-12.90
DE - Withholding			-12.02			-0.14
Total Taxes Withheld			-341.87			-27.06
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			3,473.13			181.07
Employer Taxes and Contributions						
Federal Unemployment			30.52			1.67
Medicare Company			55.32			3.02
Social Security Company			236.53			12.90
DE - Unemployment Company			11.45			0.62
401K			0.00			0.00
Total Employer Taxes and Contributions			333.82			18.21

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 52

EMPLOYEE 53

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary	72.17		732.13			0.00
Salary	2,104.83		25,179.35			0.00
Hourly Rate 1	273.25	12.50	3,241.89	35	6.50	227.50
Hourly Rate 2	355.8	18.75	6,518.63		9.75	0.00
Office Hourly Rate 2			0.00			0.00
Bonus			1,624.26			0.00
Total Gross Pay			37,296.26			227.50
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			37,296.26			227.50
Taxes Withheld						
Federal Tax Withholding			-1,995.00			0.00
Medicare Employee			-540.80			-3.30
Social Security Employee			-2,312.37			-14.11
DE - Withholding			-883.18			0.00
Total Taxes Withheld			-5,731.35			-17.41
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			-187.50			0.00
Total Additions to Net Pay			-187.50			0.00
Net Pay			31,377.41			210.09
Employer Taxes and Contributions						
Federal Unemployment			56.00			1.82
Medicare Company			540.80			3.30
Social Security Company			2,312.37			14.11
DE - Unemployment Company			34.00			0.91
401K			0.00			0.00
Total Employer Taxes and Contributions			2,943.17			20.14

B153

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 54

EMPLOYEE 55

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	1,307.54	10.00	12,478.40	80	10.00	800.00
Hourly Rate 2	286.8	15.00	4,095.02	23.65	15.00	354.75
Office Hourly Rate 2			0.00			0.00
Bonus			541.41			0.00
Total Gross Pay			17,114.83			1,154.75
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			17,114.83			1,154.75
Taxes Withheld						
Federal Tax Withholding			-308.00			-95.00
Medicare Employee			-248.17			-16.74
Social Security Employee			-1,061.12			-71.59
DE - Withholding			-124.01			-29.59
Total Taxes Withheld			-1,741.30			-212.92
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			-422.50
Total Additions to Net Pay			0.00			-422.50
Net Pay			15,373.53			519.33
Employer Taxes and Contributions						
Federal Unemployment			56.00			9.24
Medicare Company			248.17			16.74
Social Security Company			1,061.12			71.59
DE - Unemployment Company			25.50			3.46
401K			0.00			0.00
Total Employer Taxes and Contributions			1,390.79			101.03

B154

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 56

EMPLOYEE 57

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	211.98	9.00	1,907.82	1,533.93	8.00	11,931.69
Hourly Rate 2	20.25	13.50	273.38	600.6	12.00	6,989.32
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			2,181.20			18,921.01
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,181.20			18,921.01
Taxes Withheld						
Federal Tax Withholding			0.00			-342.00
Medicare Employee			-31.63			-274.35
Social Security Employee			-135.23			-1,173.10
DE - Withholding			0.00			-133.73
Total Taxes Withheld			-166.86			-1,923.18
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,014.34			16,997.83
Employer Taxes and Contributions						
Federal Unemployment			17.45			56.00
Medicare Company			31.63			274.35
Social Security Company			135.23			1,173.10
DE - Unemployment Company			6.54			25.50
401K			0.00			0.00
Total Employer Taxes and Contributions			190.85			1,528.95

B155

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE SA

EMPLOYEE 60

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	693.25	7.50	5,199.39	1,426.34	9.00	12,837.06
Hourly Rate 2	101.75	11.25	1,144.70	662.53	13.50	8,944.20
Office Hourly Rate 2			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			6,344.09			21,781.26
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			6,344.09			21,781.26
Taxes Withheld						
Federal Tax Withholding			-550.00			-496.00
Medicare Employee			-91.99			-315.83
Social Security Employee			-393.33			-1,350.44
DE - Withholding			-172.69			-243.81
Total Taxes Withheld			-1,208.01			-2,406.08
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			5,136.08			19,375.18
Employer Taxes and Contributions						
Federal Unemployment			50.75			56.00
Medicare Company			91.99			315.83
Social Security Company			393.33			1,350.44
DE - Unemployment Company			19.03			25.50
401K			0.00			0.00
Total Employer Taxes and Contributions			555.10			1,747.77

B156

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2002

EMPLOYEE 62

EMPLOYEE 70

	Hours	Rate	Jan - Dec 02	Hours	Rate	Jan - Dec 02
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	1,141.73	15.00	17,125.95	1,109.81	12.00	12,761.22
Hourly Rate 2	63.48	22.50	1,428.33		18.00	0.00
Office Hourly Rate 2			0.00			0.00
Bonus			541.42			0.00
Total Gross Pay			19,095.70			12,761.22
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			19,095.70			12,761.22
Taxes Withheld						
Federal Tax Withholding			-782.00			-761.00
Medicare Employee			-276.89			-185.04
Social Security Employee			-1,183.93			-791.20
DE - Withholding			-331.40			-80.26
Total Taxes Withheld			-2,574.22			-1,817.50
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			16,521.48			10,943.72
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			276.89			185.04
Social Security Company			1,183.93			791.20
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Total Employer Taxes and Contributions			1,542.32			1,057.74

B157

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

Employee 1

Employee 2

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	533.19	10.00	5,331.90	1,377.61	9.00	11,760.88
Hourly Rate 2	111.08	15.00	1,666.20	393.08	13.50	5,101.45
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			6,998.10			16,862.33
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			6,998.10			16,862.33
Taxes Withheld						
Federal Tax Withholding			-216.00			-565.00
Medicare Employee			-101.47			-244.50
Social Security Employee			-433.88			-1,045.46
DE - Withholding			-78.63			-209.48
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-829.98			-2,064.44
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			6,168.12			14,797.89
Employer Taxes and Contributions						
Federal Unemployment			55.98			56.00
Medicare Company			101.47			244.50
Social Security Company			433.88			1,045.46
DE - Unemployment Company			20.99			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			612.32			1,371.46

B158

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 3

EMPLOYEE 4

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	257.76	10.00	2,577.60	840	8.00	6,720.00
Hourly Rate 2	5.63	15.00	84.45	274.29	12.00	3,291.48
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			216.57
Total Gross Pay			2,662.05			10,228.05
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,662.05			10,228.05
Taxes Withheld						
Federal Tax Withholding			-212.00			-182.00
Medicare Employee			-38.60			-148.31
Social Security Employee			-165.05			-634.14
DE - Withholding			-53.39			-91.54
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-469.04			-1,055.99
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,193.01			9,172.06
Employer Taxes and Contributions						
Federal Unemployment			21.30			56.00
Medicare Company			38.60			148.31
Social Security Company			165.05			634.14
DE - Unemployment Company			7.99			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			232.94			863.95

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEES

Phanwick

Butz, Renee M

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	825.47	8.00	6,603.76	2,020.53	12.00	24,246.36
Hourly Rate 2	232.46	12.00	2,789.52	203.37	18.00	3,660.66
Vacation Hourly Rate			0.00	33.75	12.00	405.00
Bonus			216.57			0.00
Total Gross Pay			9,609.85			28,312.02
Deductions from Gross Pay						
Employee IRA			0.00			-1,250.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			-1,250.00
Adjusted Gross Pay			9,609.85			27,062.02
Taxes Withheld						
Federal Tax Withholding			-69.00			-3,027.00
Medicare Employee			-139.34			-410.52
Social Security Employee			-595.81			-1,755.35
DE - Withholding			-43.29			-896.87
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-847.44			-6,089.74
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			8,762.41			20,972.28
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			139.34			410.52
Social Security Company			595.81			1,755.35
DE - Unemployment Company			25.50			25.50
401K			0.00			819.14
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			816.65			3,066.51

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 8

EMPLOYEE 9

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			1,624.26
Salary			0.00			0.00
Hourly Rate 1	37.8	7.50	283.50	1,988.67	12.00	23,266.05
Hourly Rate 2		11.25	0.00	469.65	18.00	8,315.04
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			283.50			33,205.35
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			283.50			33,205.35
Taxes Withheld						
Federal Tax Withholding			-50.00			-1,285.00
Medicare Employee			-4.11			-481.48
Social Security Employee			-17.58			-2,058.74
DE - Withholding			-20.10			-583.90
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-91.79			-4,409.12
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			191.71			28,796.23
Employer Taxes and Contributions						
Federal Unemployment			2.27			56.00
Medicare Company			4.11			481.48
Social Security Company			17.58			2,058.73
DE - Unemployment Company			0.85			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			24.81			2,621.71

B161

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 10

EMPLOYEE 11

Employee Wages, Taxes and Adjustments

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			216.57			0.00
Salary			0.00			0.00
Hourly Rate 1	988.23	9.00	8,454.07	693.23	8.00	5,439.23
Hourly Rate 2	368.83	13.50	4,718.71	352.57	12.00	4,121.63
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			13,389.35			9,560.86
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			13,389.35			9,560.86
Taxes Withheld						
Federal Tax Withholding			-33.00			-88.00
Medicare Employee			-194.15			-138.63
Social Security Employee			-830.14			-592.77
DE - Withholding			-38.38			-59.04
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-1,095.67			-878.44
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			12,293.68			8,682.42
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			194.15			138.63
Social Security Company			830.14			592.77
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,105.79			812.90

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 18

EMPLOYEE 19

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						52,000.00
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			10,400.00			0.00
Hourly Rate 1		6.15	0.00			0.00
Hourly Rate 2			0.00			0.00
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			<u>10,400.00</u>			<u>52,000.00</u>
Deductions from Gross Pay						-7,942.25
Employee IRA			0.00			0.00
Time Off			0.00			-7,942.25
Total Deductions from Gross Pay			<u>0.00</u>			<u>-7,942.25</u>
Adjusted Gross Pay			10,400.00			44,057.75
Taxes Withheld						
Federal Tax Withholding			-323.50			-2,543.00
Medicare Employee			-150.80			-754.00
Social Security Employee			-644.80			-3,224.00
DE - Withholding			-62.00			-2,575.20
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			<u>-1,181.10</u>			<u>-9,096.20</u>
Deductions from Net Pay						0.00
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			<u>0.00</u>			<u>0.00</u>
Additions to Net Pay						0.00
Employee Advance			0.00			0.00
Total Additions to Net Pay			<u>0.00</u>			<u>0.00</u>
Net Pay			<u>9,218.90</u>			<u>34,961.55</u>
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			150.80			754.00
Social Security Company			644.80			3,224.00
DE - Unemployment Company			25.50			25.50
401K			0.00			1,560.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			<u>877.10</u>			<u>5,619.50</u>

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 20

EMPLOYEE 21

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			9,225.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			10,400.00			0.00
Hourly Rate 1		6.15	0.00			0.00
Hourly Rate 2			0.00			0.00
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			10,400.00			9,225.00
Deductions from Gross Pay						
Employee IRA			0.00			-8,500.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			-8,500.00
Adjusted Gross Pay			10,400.00			725.00
Taxes Withheld						
Federal Tax Withholding			-318.50			0.00
Medicare Employee			-150.80			-133.76
Social Security Employee			-644.80			-571.95
DE - Withholding			-62.00			0.00
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-1,176.10			-705.71
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			9,223.90			19.29
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			150.80			133.76
Social Security Company			644.80			571.95
DE - Unemployment Company			25.50			25.50
401K			0.00			276.75
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			877.10			1,063.96

B164

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 22

EMPLOYEE 23

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			2,400.00			2,400.00
Hourly Rate 1	8.47	7.00	59.29		12.00	0.00
Hourly Rate 2		10.50	0.00		18.00	0.00
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			2,459.29			2,400.00
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,459.29			2,400.00
Taxes Withheld						
Federal Tax Withholding			-269.50			-412.00
Medicare Employee			-35.66			-34.80
Social Security Employee			-152.48			-148.80
DE - Withholding			-54.00			-92.50
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-511.64			-688.10
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			1,947.65			1,711.90
Employer Taxes and Contributions						
Federal Unemployment			19.67			19.20
Medicare Company			35.66			34.80
Social Security Company			152.48			148.80
DE - Unemployment Company			7.38			7.20
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			215.19			210.00

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 24

EMPLOYEE 27

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			5,400.00			0.00
Hourly Rate 1			0.00	700.42	10.50	6,699.90
Hourly Rate 2			0.00	152.74	15.75	2,214.78
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			5,400.00			8,914.68
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			5,400.00			8,914.68
Taxes Withheld						
Federal Tax Withholding			0.00			-119.00
Medicare Employee			-78.30			-129.26
Social Security Employee			-334.80			-552.71
DE - Withholding			0.00			-51.64
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-413.10			-852.61
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			4,986.90			8,062.07
Employer Taxes and Contributions						
Federal Unemployment			43.20			56.00
Medicare Company			78.30			129.26
Social Security Company			334.80			552.71
DE - Unemployment Company			16.20			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			472.50			763.47

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 29

EMPLOYEE 31

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						0.00
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	189.82	10.00	1,898.20	200	7.00	1,400.00
Hourly Rate 2	30.61	15.00	459.15	24.32	10.50	255.37
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			2,357.35			1,655.37
Deductions from Gross Pay						0.00
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,357.35			1,655.37
Taxes Withheld						-118.00
Federal Tax Withholding			-221.00			-24.00
Medicare Employee			-34.18			-102.63
Social Security Employee			-146.16			-28.58
DE - Withholding			-57.99			0.00
DE Division of Child Support			0.00			-273.21
Total Taxes Withheld			-459.33			-273.21
Deductions from Net Pay						0.00
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						0.00
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			1,898.02			1,382.16
Employer Taxes and Contributions						13.24
Federal Unemployment			18.86			24.00
Medicare Company			34.18			102.63
Social Security Company			146.16			4.97
DE - Unemployment Company			7.07			0.00
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			206.27			144.84

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 85

EMPLOYEE 37

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	626.07	8.50	5,321.60	755.99	8.50	6,247.92
Hourly Rate 2	222.34	12.75	2,834.85	390.32	12.75	4,827.92
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			8,156.45			11,075.84
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			8,156.45			11,075.84
Taxes Withheld						
Federal Tax Withholding			-34.00			-134.00
Medicare Employee			-118.27			-160.60
Social Security Employee			-505.70			-686.70
DE - Withholding			-31.10			-91.27
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-689.07			-1,072.57
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			7,467.38			10,003.27
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			118.27			160.60
Social Security Company			505.70			686.70
DE - Unemployment Company			24.47			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			704.44			928.80

B168

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 39

EMPLOYEE 44

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary	104		1,330.65			0.00
Performance Incentive			8,121.29			0.00
Salary	2,106.23		30,875.17			0.00
Hourly Rate 1	300.83	15.50	4,439.35	175.57	9.00	1,580.13
Hourly Rate 2	395.5	23.25	8,958.28	76.55	13.50	1,033.43
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			53,724.74			2,613.56
Deductions from Gross Pay						
Employee IRA			-1,300.00			0.00
Time Off			-32.55			0.00
Total Deductions from Gross Pay			-1,332.55			0.00
Adjusted Gross Pay			52,392.19			2,613.56
Taxes Withheld						
Federal Tax Withholding			-7,460.00			-282.00
Medicare Employee			-778.54			-37.90
Social Security Employee			-3,328.93			-162.04
DE - Withholding			-1,890.30			-85.21
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-13,457.77			-567.15
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			38,934.42			2,046.41
Employer Taxes and Contributions						
Federal Unemployment			56.00			20.91
Medicare Company			778.54			37.90
Social Security Company			3,328.92			162.04
DE - Unemployment Company			25.50			7.84
401K			1,300.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			5,488.96			228.69

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 43

EMPLOYEE 44

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	80	7.00	560.00	493.48	8.00	3,587.84
Hourly Rate 2	28.15	10.50	295.58	210.48	12.00	2,282.17
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			855.58			5,870.01
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			855.58			5,870.01
Taxes Withheld						
Federal Tax Withholding			-99.00			-681.00
Medicare Employee			0.00			0.00
Social Security Employee			0.00			0.00
DE - Withholding			-26.64			-184.13
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-125.64			-865.13
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			729.94			5,004.88
Employer Taxes and Contributions						
Federal Unemployment			0.00			0.00
Medicare Company			0.00			0.00
Social Security Company			0.00			0.00
DE - Unemployment Company			2.57			17.61
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			2.57			17.61

B170

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 45

EMPLOYEE 47

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			379.00
Salary			0.00			0.00
Hourly Rate 1	316.61	7.50	2,347.83	1,119.08	10.50	11,750.35
Hourly Rate 2		11.25	0.00	279.28	15.75	4,398.68
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			2,347.83			16,528.03
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,347.83			16,528.03
Taxes Withheld						
Federal Tax Withholding			-135.00			-1,358.00
Medicare Employee			-34.04			-239.66
Social Security Employee			-145.57			-1,024.74
DE - Withholding			-15.34			-479.60
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-329.95			-3,102.00
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,017.88			13,426.03
Employer Taxes and Contributions						
Federal Unemployment			18.78			56.00
Medicare Company			34.04			239.66
Social Security Company			145.57			1,024.74
DE - Unemployment Company			7.04			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			205.43			1,345.90

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 48

EMPLOYEE 49

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			216.57			0.00
Salary			0.00			0.00
Hourly Rate 1	1,573.65	7.75	11,937.38	1,793.23	9.00	14,633.78
Hourly Rate 2	538.75	11.63	6,113.11	34.4	13.50	413.13
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			18,267.06			15,046.91
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			18,267.06			15,046.91
Taxes Withheld						
Federal Tax Withholding			-315.00			-787.00
Medicare Employee			-264.87			-218.18
Social Security Employee			-1,132.56			-932.91
DE - Withholding			-144.55			-438.14
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-1,856.98			-2,376.23
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			16,410.08			12,670.68
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			264.87			218.18
Social Security Company			1,132.56			932.91
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,478.93			1,232.59

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 52

EMPLOYEE 54

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary	104		1,193.11			0.00
Performance Incentive			1,624.25			541.42
Salary	2,090.52		26,067.09			0.00
Hourly Rate 1	267.13	13.00	3,375.14	1,996.44	12.00	22,812.10
Hourly Rate 2	376.72	19.50	7,219.58	724.47	18.00	12,704.91
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			39,479.17			36,058.43
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			39,479.17			36,058.43
Taxes Withheld						
Federal Tax Withholding			-2,223.00			-1,561.00
Medicare Employee			-572.45			-522.85
Social Security Employee			-2,447.71			-2,235.62
DE - Withholding			-1,004.37			-727.39
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-6,247.53			-5,046.86
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			33,231.64			31,011.57
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			572.45			522.85
Social Security Company			2,447.71			2,235.62
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			3,101.66			2,839.97

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 55

EMPLOYEE 56

Employee Wages, Taxes and Adjustments

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	920.94	12.00	10,313.04	19.48	9.00	175.32
Hourly Rate 2	54.21	18.00	877.98		13.50	0.00
Vacation Hourly Rate	24	12.00	288.00			0.00
Bonus			0.00			0.00
Total Gross Pay			11,479.02			175.32
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			11,479.02			175.32
Taxes Withheld						
Federal Tax Withholding			-885.00			0.00
Medicare Employee			-166.45			-2.54
Social Security Employee			-711.70			-10.87
DE - Withholding			-254.75			0.00
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-2,017.90			-13.41
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			9,461.12			161.91
Employer Taxes and Contributions						
Federal Unemployment			56.00			1.40
Medicare Company			166.45			2.54
Social Security Company			711.70			10.87
DE - Unemployment Company			25.50			0.53
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			959.65			15.34

B174

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 58

EMPLOYEE 60

Employee Wages, Taxes and Adjustments

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			0.00
Salary			0.00			0.00
Hourly Rate 1	1,199.58	8.50	9,876.43	131.33	9.00	1,181.97
Hourly Rate 2	548.3	12.75	6,745.65	27.17	13.50	366.80
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			16,622.08			1,548.77
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			16,622.08			1,548.77
Taxes Withheld						
Federal Tax Withholding			-343.00			-3.00
Medicare Employee			-241.02			-22.46
Social Security Employee			-1,030.57			-96.02
DE - Withholding			-191.20			-5.08
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-1,805.79			-126.56
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			-802.90			0.00
Total Additions to Net Pay			-802.90			0.00
Net Pay			14,013.39			1,422.21
Employer Taxes and Contributions						
Federal Unemployment			56.00			12.39
Medicare Company			241.02			22.46
Social Security Company			1,030.57			96.02
DE - Unemployment Company			25.50			4.65
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,353.09			135.52

B175

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 61

EMPLOYEE 62

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			216.56			0.00
Salary			0.00			0.00
Hourly Rate 1	1,347.69	8.50	11,135.38	15.00		0.00
Hourly Rate 2	520.49	12.75	6,412.93	22.50		0.00
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			17,764.87			0.00
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			17,764.87			0.00
Taxes Withheld						
Federal Tax Withholding			-453.00			0.00
Medicare Employee			-257.59			0.00
Social Security Employee			-1,101.42			0.00
DE - Withholding			-201.97			0.00
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-2,013.98			0.00
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			15,750.89			0.00
Employer Taxes and Contributions						
Federal Unemployment			56.00			0.00
Medicare Company			257.59			0.00
Social Security Company			1,101.42			0.00
DE - Unemployment Company			25.50			0.00
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,440.51			0.00

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 63

EMPLOYEE 64

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			379.00			0.00
Salary	100		1,021.74			0.00
Hourly Rate 1	1,266.68	13.00	16,186.84	91.52	14.50	1,327.04
Hourly Rate 2	250.31	19.50	4,769.66	41.25	21.75	897.19
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			22,357.24			2,224.23
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			22,357.24			2,224.23
Taxes Withheld						
Federal Tax Withholding			-933.00			-397.00
Medicare Employee			-324.18			-32.25
Social Security Employee			-1,386.15			-137.90
DE - Withholding			-445.31			-92.37
DE Division of Child Support			0.00			-203.05
Total Taxes Withheld			-3,088.64			-862.57
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			-40.00
Total Deductions from Net Pay			0.00			-40.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			19,268.60			1,321.66
Employer Taxes and Contributions						
Federal Unemployment			56.00			17.79
Medicare Company			324.18			32.25
Social Security Company			1,386.15			137.90
DE - Unemployment Company			25.50			6.67
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,791.83			194.61

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 65

EMPLOYEE 66

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			0.00			216.56
Salary			0.00			0.00
Hourly Rate 1	1,105.56	12.00	13,266.72	1,336.53	12.00	14,760.60
Hourly Rate 2	5.8	18.00	104.40	474.51	18.00	7,719.99
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			13,371.12			22,697.15
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			13,371.12			22,697.15
Taxes Withheld						
Federal Tax Withholding			-711.00			-806.00
Medicare Employee			-193.88			-329.11
Social Security Employee			-829.01			-1,407.22
DE - Withholding			-202.08			-406.33
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-1,935.97			-2,948.66
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			11,435.15			19,748.49
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			193.88			329.11
Social Security Company			829.01			1,407.22
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,104.39			1,817.83

B178

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 67

EMPLOYEE 68

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			216.57			216.57
Salary			0.00			0.00
Hourly Rate 1	1,474.63	9.00	12,493.71	1,471.98	10.00	13,739.80
Hourly Rate 2	537.29	13.50	6,721.51	791.66	15.00	10,942.63
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			19,431.79			24,899.00
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			19,431.79			24,899.00
Taxes Withheld						
Federal Tax Withholding			-87.00			-455.00
Medicare Employee			-281.76			-361.04
Social Security Employee			-1,204.77			-1,543.74
DE - Withholding			-78.13			-312.14
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-1,651.66			-2,671.92
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			17,780.13			22,227.08
Employer Taxes and Contributions						
Federal Unemployment			56.00			56.00
Medicare Company			281.76			361.04
Social Security Company			1,204.77			1,543.74
DE - Unemployment Company			25.50			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			1,568.03			1,986.28

B179

Lawns Unlimited, Ltd.

Pay Day Date

Pay Period: January 1 thru December 31, 2003

EMPLOYEE 69

EMPLOYEE 70

	Hours	Rate	Jan - Dec 03	Hours	Rate	Jan - Dec 03
Employee Wages, Taxes and Adjustments						
Gross Pay						
Officer Salary			0.00			0.00
Paid Time Off-Salary			0.00			0.00
Performance Incentive			108.28			0.00
Salary			0.00			0.00
Hourly Rate 1	250.16	10.00	2,501.60	884.27	12.00	10,611.24
Hourly Rate 2	3.05	15.00	45.75		18.00	0.00
Vacation Hourly Rate			0.00			0.00
Bonus			0.00			0.00
Total Gross Pay			2,655.63			10,611.24
Deductions from Gross Pay						
Employee IRA			0.00			0.00
Time Off			0.00			0.00
Total Deductions from Gross Pay			0.00			0.00
Adjusted Gross Pay			2,655.63			10,611.24
Taxes Withheld						
Federal Tax Withholding			-92.50			-683.00
Medicare Employee			-38.51			-153.86
Social Security Employee			-164.65			-657.90
DE - Withholding			-28.70			-62.71
DE Division of Child Support			0.00			0.00
Total Taxes Withheld			-324.36			-1,557.47
Deductions from Net Pay						
Medical Insurance			0.00			0.00
Wage Attachment			0.00			0.00
Total Deductions from Net Pay			0.00			0.00
Additions to Net Pay						
Employee Advance			0.00			0.00
Total Additions to Net Pay			0.00			0.00
Net Pay			2,331.27			9,053.77
Employer Taxes and Contributions						
Federal Unemployment			21.25			56.00
Medicare Company			38.51			153.86
Social Security Company			164.65			657.90
DE - Unemployment Company			7.97			25.50
401K			0.00			0.00
Performance Bonus			0.00			0.00
Total Employer Taxes and Contributions			232.38			893.26

B180

Verification of Former Employment**A - Employee** (Complete Section A only. Print all information)Name and
Address of
Former
Employer

Lawns Unlimited
15089 Coastal Hwy
Milton DE 19968

Cecil County Government
Attn: Human Resources
129 E. Main Street, Room 122
Elkton, MD 21921
410-996-5250, FAX: 410-996-5327

Your Name:

If this name differs from name used at your
previous employer, please indicate name used:

Social Security Number:

Renee Butz[REDACTED] - 786 1

THE FOLLOWING INFORMATION IS REQUIRED FOR VERIFICATION BY YOUR FORMER EMPLOYER:

DEPARTMENT	JOB TITLE	BASE SALARY	BONUS	OTHER COMPENSA- TION (i.e. car Allowance, etc.)	DATES:	
					FROM:	TO:
	<u>office manager</u>	<u>\$12/hrs</u>	<u>\$500.00</u>		<u>9/02</u>	<u>12/03</u>
Reason for Leaving:	<u>discharged - owner did not think I was coming back after maternity leave</u>					
Authorization for Release of Information	Signature: <u>Renee Butz</u>			Date: <u>26-04</u>		
Cecil County Gov't. Human Resources	Signature: <u>Therese Solnick</u>			Date: <u>2/12/04</u>		

B - Former Employer(Please complete this section for the above individual who has applied for employment with
Cecil County Government and return in the enclosed envelope.)

CIRCLE ONE

WAS THE JOB TITLE, AS STATED? EXPLAIN:	<input checked="" type="radio"/> YES <input type="radio"/> NO
WAS THE BASE SALARY, AS STATED? EXPLAIN:	<input checked="" type="radio"/> YES <input type="radio"/> NO
WAS THE BONUS AS STATED? EXPLAIN:	<input checked="" type="radio"/> YES <input type="radio"/> NO
IS THE PERIOD OF EMPLOYMENT AS STATED? EXPLAIN: <u>11/4/02 - 12/24/03 (full time)</u>	YES <input type="radio"/> NO <input checked="" type="radio"/>
IS THE REASON FOR LEAVING CORRECT? EXPLAIN: <u>She quit</u>	YES <input type="radio"/> NO <input checked="" type="radio"/> <u>through temp agency since 9/02</u>
IS THIS INDIVIDUAL ELIGIBLE FOR REHIRE? EXPLAIN:	<input checked="" type="radio"/> YES <input type="radio"/> NO
OTHER COMMENTS: <u>Spoke to: Debbie - Office manager</u>	

Thank you!

Signature:	Title:	Date:
		Phone Number:

3181

III. PLAINTIFF CANNOT DEMONSTRATE THAT DEFENDANTS' PROFFERED LEGITIMATE, NON-DISCRIMINATORY REASONS WERE PRETEXTUAL

Although Butz disagrees with the prudence of the decision to terminate her, she does not point to any evidence tending to show that the reasons for the decision were not true. Lawns terminated Butz when she refused to communicate with them. Lawns believed that Butz had abandoned her job. Butz may have been insulted or hurt by Lawns' decision. She may have been disappointed that Lawns did not give her the benefit of the doubt despite her refusal to return Mr. Fleming's calls. What Butz cannot do is show that Lawns made the decision for any unlawful reason.

Thus, even assuming, *arguendo*, that Butz could meet her *prima facie* burden, her claim is still subject to dismissal. Lawns has articulated legitimate, non-discriminatory reasons for its decision to terminate Butz. See Fuentes, 32 F.3d at 763 (describing the burden-shifting framework). Lawns believed Butz had lied about her intentions and had abandoned her job. Butz does not dispute that this belief is the true reason motivating the decision to terminate her employment. Because she agrees that this was the reason for the decision, she cannot satisfy her burden to demonstrate pretext. See Mauro v. S. New Eng. Telecomms., 208 F.3d 384, 388 (2d Cir. 2000).

A. Defendants Terminated Plaintiff Because She Abandoned Her Job

Lawns has satisfied its "extremely light" burden to "articulate a legitimate, non-discriminatory reason for terminating Plaintiff." See Kowalski, 82 F.3d at 1289. On December 23, 2003, Butz packed her personal belongings and left. She did not tell Mr. or Mrs. Fleming that she was going to begin her planned leave. She did not leave her keys to the office or any instructions for Watson to use during her absence. She did not tell Lawns the length of time she expected to be out.

B182

RETURN TO WORK OR SCHOOL

BAYSIDE HEALTH ASSOCIATION

Lewes, DE (302) 645-4700
Georgetown, DE (302) 856-3597
Ocean View, DE (302) 537-5395

Date 12/29/03

This is to certify that

Renee Brauchemin

has been under my care for the following:

Pregnancy

and is able to return to work on _____
school on _____

Remarks: Please excuse from
work 12/29/03 and 12/30/03.

J. Berlin, M.D., PA, LPN.
(SIGNATURE)

#13107 — Medical Arts Press 1-800-328-2179

B183

RETURN TO WORK OR SCHOOL

BAYSIDE HEALTH ASSOCIATION

Lewes, DE.....(302) 645-4700
Georgetown, DE.....(302) 856-3597
Ocean View, DE.....(302) 537-5395

Date 1/14/04

This is to certify that

Renee Beauchemin

has been under my care for the following:

Pregnancy

delivered 12/30/03

and is able to return to ☐ work ☐ school on _____

Remarks:

Unable to work from
12/22/03 until 6-8
weeks Post Partum.

Neural Washburn
(SIGNATURE) MD

#13107 — Medical Arts Press 1-800-328-2179

B184

1 review?

2 A. This is your performance appraisal, yes.

3 Q. How was she rated?

4 A. Very good to outstanding.

5 Q. Would you consider plaintiff a good employee?

6 A. I'm sorry?

7 Q. I'm sorry. Would you consider plaintiff a very
8 good employee?

9 A. Yes.

10 This was taken when? You became permanent
11 with Lawns Unlimited on 10/16/02.

12 Q. If plaintiff deserted her job, why would she be
13 helping with business issues?

14 MS. DiBIANCA: Did we get on the record
15 that she was helping with business issues?

16 Q. So why would she be returning phone calls and
17 helping?

18 A. You did not return all the phone calls and all
19 the questions that I had. You returned, I think, two
20 phone calls. One with Debby for the computer and then
21 another problem that happened.

22 Q. So, if plaintiff deserted her job, why would
23 she call Debby back?

24 A. I don't know. I don't know. All I do know is,

1 based on a person that had a performance appraisal of
2 outstanding to very good, you would be able to contact
3 her immediately, get an answer immediately, and she
4 would still care about her responsibilities at Lawns
5 Unlimited.

6 Q. If plaintiff told you she was coming back why
7 did you not believe her?

8 A. Again, Renee, it comes back to the same thing.
9 You would not correspond with Jeanne or I. We could
10 not reach you.

11 Q. Who was responsible for managing the office
12 staff?

13 A. You were.

14 Q. I'm sorry. Did you answer?

15 MS. DiBIANCA: Oh, he did. You didn't
16 hear too.

17 Q. I didn't. I'm sorry.

18 A. You were.

19 Q. Who was responsible for managing the employees
20 in the field?

21 A. When I was there, I was. When I was not there,
22 Mauricio was.

23 Q. Butz 23, would this have been given to the
24 plaintiff at the time of hiring?



1 A. I remember when you were pregnant we were very
2 happy for you, yes. You were very excited and happy
3 also. And our kids -- my wife was very excited for
4 you too. My children.

5 Q. Do you remember when you -- when did you
6 discuss her pregnancy?

7 A. Do I remember when I discussed your pregnancy
8 with whom?

9 Q. Was it daily, weekly, every day, or you know,
10 all ninth months?

11 A. No. I don't remember. But I'm -- when you
12 went on your check-ups, we always asked you how
13 things -- how you were doing and you would bring in
14 the pictures, the sonograms. And we were excited to
15 see those. Having five children of our own, we are
16 very happy and excited for you and Scott.

17 Q. How often would you have discussed her
18 pregnancy?

19 A. I don't know, Renee.

20 Q. Did plaintiff discuss maternity leave with you?

21 A. Yes.

22 Q. Did plaintiff train employees to perform her
23 job during her maternity leave?

24 A. As much as you could, yes.



1 Q. How many people did she train?

2 A. One.

3 Q. Who were these individuals?

4 A. Debra Watson.

5 Q. Did she train Laurie Schaltz?

6 A. Are you referring to prior to -- just prior to
7 your leave? You trained Laurie not for -- not for --
8 Laurie was hired as the customer service
9 representative. And you were the office manager that
10 took care of the accounts payable, payroll, billing
11 statements, all the payments, and then Laurie was
12 hired to take care of the customers and to do the
13 estimates and to do all the customer service type
14 functions in the office.

15 Q. So plaintiff was not pregnant when Laurie was
16 there?

17 A. I didn't say that. But you didn't train her
18 for your job because you were doing -- you were in
19 charge of -- Laurie did not do payroll. Laurie did
20 not do accounts payable. Laurie did not do
21 statements. Laurie was in charge of the customer
22 service. You did train her for the customer service
23 part. And you were pregnant at that time.

24 Q. Was she cross trained in plaintiff's position



Main Identity

From: "DiBianca, Margaret" <mdibianca@ycst.com>
To: <Renee@smokinbutz.com>
Sent: Monday, April 09, 2007 8:15 AM
Subject: RE: Settlement

Your offer is rejected. I will file my Motion for a Protective Order today.

Thank you,

Thank you,
Molly.

Margaret M. DiBianca, Esq.
YCS&T
1000 West Street 17th Fl.
Wilmington, DE 19801
P: 302.571.5008
F: 302.576.3476
C: 302.494.3369
Mdibianca@ycst.com

-----Original Message-----

From: Renee [mailto:Renee@smokinbutz.com]
Sent: Monday, April 09, 2007 09:07 AM Eastern Standard Time
To: DiBianca, Margaret
Cc: rbutz@ccgov.org; renee@scottbutz.com
Subject: Settlement

Margaret -

Attached is my settlement offer. The offer totals \$16,339.49.

This is a very reasonable offer, considering the costs that Mr. Fleming will incur as a result of your time pertaining to deposition preparation, depositions, trial preparation and the trial.

And you must take into consideration that Mr. Fleming could have to pay all of those legal fees, together with a Jury's decision that could award me with much more.

This Settlement Offer dated April 9, 2007 will be withdrawn on April 16, 2007.

The settlement number will go up after the depositions.

B189

11/14/2007

Lawns did not have a leave policy. Lawns did not provide for paid or unpaid "maternity leave." (A91). In fact, Lawns did not provide for any type of leave. No Lawns employee had ever requested or taken any type of leave before.

Although Lawns hoped that Butz would return to work full-time after her child was born, she certainly was not under any obligation to do so. Nor did Lawns have any obligation to keep Butz employed during an unpaid leave of an undetermined duration. Thus, when Mr. Fleming learned that Butz had left without notice and under false pretenses, he was well within his managerial rights to consider the possibility of termination. Butz's uncooperative attitude and hostility towards Mr. Fleming just hours later seemed to confirm Ms. Watson's story.

According to Watson, Butz had secured another job. Mr. Fleming tried to contact Butz in the hope that she would deny this allegation. Instead, he was met with forceful resistance from Butz and her husband. Having been cut off from further communications with Butz, Mr. Fleming was left without many options, despite his strong desire to have her return as planned. Further evidence of Lawns' desire to have Butz return is seen in the fact that it held open her job and offered her reinstatement on more than one occasion.

As Butz herself alleges, she was terminated as a result of Ms. Watson's assertion that Butz intended to abandon her job. Yet, when she learned that Lawns had been given what she now contends was inaccurate information, Butz ceased all communication with both Lawns and the Flemings. Her total and complete refusal to correct this allegedly incorrect information provided further support for the decision to terminate her employment.

Other facts supported the conclusion that she had no intention to return to Lawns. Butz was commuting seventy miles each way to work at Lawns from Newark. This meant she had to drive 140 miles per day, 700 miles per week to get to a job that paid \$12.00 an hour. And, Butz

Very Urgent

0-PICK-UPS® (1-800-742-5877) or visit UPS.com®.

This box is for use with the following services:

UPS Next DaySM
UPS Worldwide ExpressSM
UPS 2nd Day Air[®]
UPS Worldwide ExpeditedSM
UPS GroundSM
UPS SurePostSM
UPS 3 Day SelectSM

Do not use this box for:

5 LBS 1 OF 1
SHIP WT: 6 LBS
DATE: 16 NOV 2007

RENÉE BUTZ
(410) 441-4300
THE UPS STORE #1855
560 PEOPLES PLAZA
NEWARK DE 19702

SHIP JUDGE JOSEPH FARNAN JR.
TO: U.S. DISTRICT COURT
STE 18
844 N KING ST

WILMINGTON DE 19801-3570

DE 197 9-20



UPS NEXT DAY AIR

TRACKING #: 1Z 017 71F 01 0920 2268

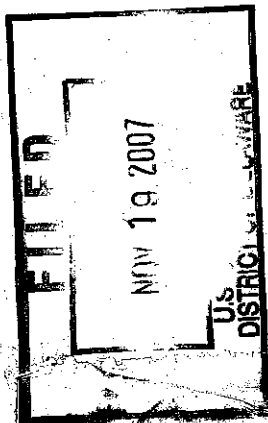
1



BILLING: P/P

8.00 E2844 72.5A 101.

Insurance: Shipping Media - Carriage Insurance (C.I.) is subject to the rules relating to liability and other terms established by the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention"). These commodities, technology and/or the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention") are not subject to the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention"). These commodities, technology and/or the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention") are not subject to the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention").



U.S.M.S. X-RAY

U.S. DISTRICT COURT
844 N KING ST
STE 18
WILMINGTON DE 19801-3570
P: RED S: LEFT I: PDC
AM1-1500
1Z01771FO109202268
1Z01771FO109202268
CARTRIDGE DE 197 9-20
NOV 19 03:38:12 2007
FB 1972 HTS 6.1 N74420

Box

1" x 2"



90% Post-Consumer Cor

Shipping Notice — Carriage hereunder may be subject to the rules relating to liability and other terms and/or conditions established by the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Air (the "Warsaw Convention") and/or the Convention on the Contract for the International Carriage of Goods by Road (the "CMR Convention"). These commodities, technology and/or the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention") are not subject to the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention"). These commodities, technology and/or the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention") are not subject to the Convention for the Unification of Certain Rules Relating to the Carriage of Goods by Road (the "CMR Convention").

01019510603 05/04 SCA United Parcel Service, Louisville

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

RENEE M. BUTZ,

Plaintiff,

v.

LAWNS UNLIMITED LTD. and
EDWARD FLEMING,


Defendants.

Civ. No. 05-495-JJF
Judge Joseph J. Farnan Jr.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Plaintiff's Response to Defendants' Motion for Summary Judgment and Plaintiff's Request for Denial of Defendant's Motion for Summary Judgment were sent by first-class United States mail, postage duly paid, on this 16th day of November, 2007, to counsel of record as follows:

Margaret M. DiBianca
Young Conaway Stargatt & Taylor, LLP
The Brandywine Building, 17th Floor
1000 West Street
Wilmington, DE 19801



Renee M. Butz
58 Hickory Drive
North East, MD 21901
(410) 441-4300
Plaintiff pro se

Dated: 11/16/07